

## 2021 THDA MTBA STATEMENT OF APPLICATION AND CERTIFICATION FOR OWNERSHIP ENTITY

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

Ownership 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 application for Tax-Exempt Bond Authority 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 Tax-Exempt Bond Authority ("Bond Authority") 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 Multifamily Tax-Exempt Bond Authority Program Description for 2021 (the "2021 PD").
3. To the best of my knowledge and belief, the Development Owner has complied, or will comply with all of the requirements contained in the Code, the Regulations, and the 2021 PD.
4. I acknowledge and affirm each of the following:
  - a. This Application will not be eligible for Bond Authority and will be withdrawn if satisfactory information and/or materials are not supplied to THDA in accordance with the 2021 PD.
  - b. Any allocation of Bond Authority, or the amount thereof, if any, is subject, in all respects, to (i) all requirements of the 2021 PD; and (ii) all requirements of Section 142 of the Code and all Regulations.
  - c. As required by Section 142 of the Code, THDA will evaluate the amount of Bond Authority appropriate for the Development, if any, in connection with the Application.
  - d. An allocation of Bond Authority by THDA is not a warranty or representation that the referenced Development meets Code requirements applicable to developments utilizing Bond Authority.
  - e. THDA has made no representations about the effects of Bond Authority upon my taxes or that of any other person connected with Development.
  - f. Neither THDA nor any of its directors, officers, employees, or agents are responsible or liable for any representations made in connection with the Bond Authority program.
  - g. I assume the risk of all damages, losses, costs and expenses related to participation in the Bond Authority 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 Bond Authority or the use of information related to the Bond Authority program.
  - h. Any misrepresentations in any materials or documentation submitted to THDA to induce THDA to allocate Bond Authority to the Development Owner for the Development may result in a reduction or withdrawal of Bond Authority, a ban 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 Bond Authority program is true, correct, and complete and is truly descriptive of 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 Bond Authority 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 Bond Authority 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 bargainer, 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]