Arizona Department of Housing
Low Income Housing Tax Credit Program
Applicant Certification and Indemnification – Form 3-2

The undersigned Applicant hereby applies to the Arizona Department of Housing (the "ADOH") for a Reservation and Allocation of 2019 or possibly 2020 Federal Low-Income Housing Tax Credits (LIHTC). The undersigned is responsible for ensuring that the Project consists or will consist of a qualified low-income building(s) as defined in the Internal Revenue Code, Section 42, and will satisfy all applicable requirements of Federal law in the acquisition of LIHTCs.

The Applicant understands that ADOH's determination of the eligible basis of the Project is based, in substantial part, on the estimates submitted with the application by the Applicant.

The Applicant further understands, acknowledges and agrees that a Reservation does not guarantee a project's eligibility for Final Allocation of LIHTC's. ADOH assists Applicants by offering general regulations and is not in any way acting as legal advisor to Applicants or conferring any authority on Applicants or Applicants' investors.

The Applicant understands and agrees that should ADOH calculate more LIHTCs than the State of Arizona is entitled to award in any given calendar year, the Internal Revenue Service will recover LIHTCs allocated by ADOH consistent with the regulations prescribed by the Secretary of the Treasury and, in such event, ADOH shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon an Allocation of LIHTCs.

The Applicant acknowledges and agrees that it will at all times conduct itself and submit information and additional requests for information in accordance with the rules, regulations and notices promulgated by the Internal Revenue Service for LIHTCs.

The Applicant understands that ADOH has not performed, nor does it purport to perform, any independent investigation as to the qualification or eligibility of any building composing the project for LIHTCs and will not perform such investigation, but will monitor, or provide for monitoring, of any building for eligibility after the date of Allocation and report noncompliance to the Internal Revenue Service after date of Allocation.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of ADOH after the date of Allocation and to pay a fee for monitoring as prescribed by ADOH.

The Applicant further understands, covenants and agrees that it will be required to pay in conjunction with its Application, certain non-refundable fees, which must be paid punctually as directed by ADOH.

By executing this Certification and Indemnification, the Applicant does hereby authorize ADOH to obtain, furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its Application under the LIHTC program.

The Applicant agrees that ADOH, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses, and liabilities of whatsoever nature or kind (including, but not limited to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments by the Internal Revenue Service) directly or indirectly resulting from, arising out of, or related, in whole or in part, to acceptance, consideration and approval or disapproval of the Applicant's Application for LIHTCs.

The Applicant understands that all representations made herein and all documentation submitted, is subject to verification by ADOH, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of points or to Disqualification. For purposes of verification, the Applicant and Developer hereby authorize ADOH to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this Application. Such information includes, but is not limited to, financial statements, credit history, copies of income tax returns, and other information deemed necessary by ADOH.

The Applicant certifies that the Project will be constructed in accordance with Federal laws and the development standards and construction features required in Exhibit D to the Qualified Allocation Plan and that all amenities, design features, set-asides, and other commitments made in this Application and in the Exhibits to this Application will be faithfully adhered to. The undersigned is duly authorized to execute this instrument on behalf of the Applicant.

The Applicant hereby represents and certifies under penalty of A.R.S. §§ 13-2311 and 39-161 that the information and calculations set forth herein, and all materials submitted by the Applicant to ADOH, are to the best of the Applicant's knowledge, true and complete and accurately describe the proposed project. Applicant certifies that he/she is duly authorized to bind the Project Owner. Applicant indemnifies ADOH as provided in this Certification and Indemnification.

SIGNATURES ON THE FOLLOWING PAGE

APPLICANT: (insert signature block for Applicant Entity here below)

APPLICANT:

STATE OF _____)
) ss
County of _____)

On this the _____ day of _____, 20_____, before me, a Notary Public, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed and sworn to in this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____ _____

Notary Expiration Date Signature of the Notary Public for Applicant

[STAMP/SEAL]

Arizona Department of Housing
Low Income Housing Tax Credit Program
Certification pursuant to Section 3.4(Y) of the Qualified Allocation Plan

Owner, Developer and Co-Developer, each respectively, certify that there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other party, nor any voluntary actions or proceedings contemplated by Owner, Developer, or Co-Developer, which in any manner or to any extent may detrimentally affect Owner's right, title, interest in the Project or the value of the Project or Owner's ability to perform the obligations in connection with the award of Tax Credits.

OWNER: (insert signature block below)

DEVELOPER: (insert signature block below)

CO-DEVELOPER: (insert signature block below)

OWNER:

STATE OF _____)
) ss
County of _____)

On this the _____ day of _____, 20_____, before me, a Notary Public, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed and sworn to in this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____
Notary Expiration Date

_____
Signature of the Notary Public for Owner

[STAMP/SEAL]

DEVELOPER:

STATE OF _____)
) ss
County of _____)

On this the _____ day of _____, 20_____, before me, a Notary Public, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed and sworn to in this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____ _____
Notary Expiration Date Signature of the Notary Public for Developer

[STAMP/SEAL]

CO-DEVELOPER:

STATE OF _____)
) ss
County of _____)

On this the _____ day of _____, 20_____, before me, a Notary Public, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed and sworn to in this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____ _____

Notary Expiration Date Signature of the Notary Public for Co-Developer

[STAMP/SEAL]