

- A. Rental Housing Finance Application
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- N. Related Party Fees
- O. IHCD A Project Based Section 8

2016-2017 Form A Updates

1. The following pages had boxes that were locked; this has been corrected.
 - a. Sheet 26, Section 1 Boxes
 - b. Sheet 30, Section 11 boxes
 - c. HOME Page 1
2. Pg. 41 was not pulling rents; this has been corrected
3. Pg. 42 was showing an error in the Replacement Reserves calculation; this has been corrected
4. Added 2 fillable boxes, on Pg. 41, to be used to specify "Other" budgeted costs
5. **The number of 60% and Market Rate Units were not pulling correctly to scoring tab page 8, from the Development Info Tab pg. 26 (Updated 10/7/15).**

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**Federal Rental Housing Tax Credit Program
As defined in Section 42 of IRC
Not-for-profit Eligibility Questionnaire****A. General Information**

Name of "Development":

Name of "Applicant":

Name of "Not-for-profit":

Principal Place of Business of Not-for-profit:

 501(c) (3) 501(c) (4) Exempt from taxation under 501(a)

Date of State Certification of CHDO (if applicable):

1. The purpose of this questionnaire is to determine whether the Not-for-profit is a "qualified not-for-profit organization" under the Allocation Plan. A not-for-profit organization shall not constitute a "qualified not-for-profit organization" if the not-for-profit organization is affiliated with or is controlled by a for-profit organization. To constitute a qualified not-for-profit organization, throughout the compliance period, the not-for-profit organization: (i) must include the fostering of low-income housing as one of its exempt purposes, (ii) must own an interest in the Development, (iii) must materially participate (as defined in Section 469(h) of the Code) in the development and operation of the Development, (iv) must comply with all other Sections of the Code applicable to not-for-profit organizations, and (v) may not allow any of its net earnings to inure to the benefit of any member, founder, contributor, or individual.
2. Notwithstanding anything contained herein or elsewhere to the contrary, if a not-for-profit organization joint ventures or participates in a Development with a for-profit organization, the not-for-profit organization shall not constitute a "qualified not-for-profit organization": (i) within the meaning of this Allocation Plan unless the not-for-profit organization at all relevant times, owns at least fifty-one percent (51%) of the profits, losses, capital and other economic benefits to be derived from the joint venture and (ii) maintains at least fifty-one (51%) of the voting and management control of the joint venture. The term "joint venture" includes, without limitation, the general partnership interests of a partnership and the manager interests of a limited liability company.
3. The not-for-profit must have been in existence at least one (1) year, with affordable housing as one of its primary goals. It must submit at the time of application, Articles of



Incorporation, Partnership Agreement or Operating Agreement, IRS documentation of its tax-exempt status (e.g. §501(c)(3) advance letter) ruling and a complete signed original Not-for-Profit Questionnaire. [Note: 100% general partner ownership interest is only required for participation in the qualified not-for-profit set-aside and does not preclude joint ventures in any other set-aside].

4. Date of legal formation of Not-for-profit: _____ ; evidenced by the following documentation (include Articles of Incorporation):
5. Date of IRS 501(c)(3) or 501(c)(4) advance letter ruling determination letter: _____ ; copy attached Yes No

If no IRS determination letter is submitted, please explain why and provide the date of the not for profit's current determination or advance ruling period.

6. Expected life (in years) of Not-for-profit: _____ years
Charitable purposes (must include provision of fostering low-income housing):

B. Not-for-profit Involvement

1. Is the Not-for-profit assured of owning the requisite interest in the Development (either directly or through a wholly-owned subsidiary) throughout the Compliance Period (as defined in §42(i) (I) of the Code)? Yes No

If yes, describe the Not-for-profit's ownership interests with particularity and specify the percentage of ownership interests:

2. Is the Not-for-profit participating in the construction or rehabilitation, operation or management of the proposed Development? Yes No

If yes, (i) describe the nature and extent of the Not-for-profit's proposed involvement in the construction or rehabilitation, operation and management of the Development and explain how the Not-for-profit meets the material participation test under Section 469(h) throughout the Compliance Period:

(ii) Describe the nature and extent of the Not-for-profit's involvement in the operation of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions on the low-income units in the Development):

Attach copies of all legal documents relating to 2 (a) and 2(b) (i) and (ii).

C. Affiliation With or Control by a For-Profit Entity

(The Not-for-profit may not be affiliated with or controlled by any for-profit organization).

1. Has any for-profit organization (including the Owner of the Development or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the Not-for-profit? Yes No If yes, explain:
2. Does any for-profit organization have the right to make such appointments? Yes No
3. Does any for-profit organization have any other affiliation with the Not-for-Profit or have any other relationship with the Not-for-profit? Yes No
If yes, explain such affiliation or relationship in detail:

D. Purpose of Formation of the Not-for-profit

1. Briefly describe the past and current operations of the Not-for-profit, including, if applicable, relevant past experience of any other not-for-profit organization(s) ("Related Not-for-profit") of which the Not-for-profit is a subsidiary or to which the Not-for-profit is otherwise related (by shared directors, staff, etc.):
2. If you include in your answer to the previous question information concerning any Related Not-for-profit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the Not-for-profit:
3. Anticipated future activities of the Not-for-profit:
4. Number of full-time staff members of the Not-for-profit and, if applicable, any Related Not-for-profit (please specify for each entity):
5. Number of volunteer staff members of the Not-for-profit and, if applicable, any Related Not-for-profit (please specify for each entity):
6. Sources and manner of funding of the Not-for-profit (you must disclose all methods of funding from any individual(s) or for-profit entity, including anyone or any entity related, directly or indirectly, to the Owner of the Development):
7. List all general partners of the Owner of the Development (one must be the Not-for-profit) and the relative percentage of their interests:
8. List all directors of the Not-for-profit and their occupations and, if applicable, their class (e.g., members-at-large or neighborhood group):
9. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the Not-for-profit have,

either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit or fee basis including, but not limited to, the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to the Owner:

- 10. If any HUD financing or assistance will be utilized, complete and execute the form of financial accountability certification attached hereto as Exhibit A and made a part hereof for the Not-for-profit.
- 11. Provide a list of the Board of Directors that includes each board member’s name, address, phone number and office held and attach it to this form as Exhibit B.

The undersigned Owner and Not-for-profit hereby each certify, represent and warrant that all of the foregoing information is correct, complete and accurate.

Date: _____
Applicant

By: _____

Its: _____
(Title)

Date: _____
Applicant

By: _____

Its: _____
(Title)

(Note: If the Not-for-profit is not yet formed at the time this questionnaire is submitted, this questionnaire must be resubmitted after the Not-for-profit is formed and signed by the Not-for-profit.)



Exhibit A

adheres to the financial accountability standards as required by Attachment F of OMB Circular A-110, "Standards for Financial Management Systems", and its financial statements are prepared in compliance with same.

President or Chief Financial Officer

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared_____, the _____ of _____, who acknowledged that the foregoing who acknowledged the truth of the statements in the foregoing affidavit.

WITNESS my hand and seal this _____ day of _____.

My County of Residence:

Notary Public

My Commission Expires:

Printed Name



This is to notify you of our intent to apply to the Indiana Housing and Community Development Authority (IHCD) for funding in connection with an affordable housing development to be located within your jurisdiction. This form must be delivered to the local unit of government and IHCD at least 30 days, but no more than 60 days, prior to the application submittal.

Development Name:	
Name of Applicant/Owner:	
Name of Developer:	
Market Analyst:	
Estimated Total Development Cost:	
Construction Type:	[NC/Rehab/Demolition/Adaptive Reuse]
Proposed Development Address or Location:	

Type of IHCD Financing Request			
	Rental Housing Tax Credits (RHTC)		IHCD HOME
	Private Activity Tax-Exempt Bonds in conjunction with RHTC		IHCD Development Fund

Anticipated Eligible Set-asides (please check all eligible set-asides)			
	Qualified Not for Profit		Elderly
	Stellar Communities		Large City
	Preservation		Small City
	Housing First (Permanent Supportive Housing)		Rural

Anticipated Number of Units					
0 Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	Total # of Units



Additional Information/Comments:

The above information is true and accurate to the best of my knowledge as of

Applicant /Owner Signature

Printed Name & Title

If you have any questions regarding the above information please feel free to contact me at:

Address:

Phone:

E-mail:

Local Unit of Government Assignment of Points

IHCDA will award points to Developments that specifically contribute to the economic and housing needs of a community, furthering the community's economic goals, and/or are part of a larger economic development plan.

Please check the appropriate box to assign points for this Development. IHCDA encourages Local Units of Government who receive multiple Development requests, to use the 0 to 5 point scoring system to rank each of their developments and avoid awarding the same number of points to multiple Developments:



5 Points

4 Points

3 Points

2 Points

1 Point

0 Points

This form must be completed and signed by the highest local elected official to be eligible for points.

I, _____ have reviewed the above information for the proposed

Development of: _____.

Comments:

Acknowledgement from the Highest Local Elected Official (or authorized designee):

Signature

Date

Printed Name & Title



INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
ALLOCATION OF 2016 RENTAL HOUSING TAX CREDITS

CARRYOVER AGREEMENT

DATE: Insert Month & Day , 2016

The Indiana Housing and Community Development Authority (the "Authority") has reviewed the Application for 2016 Credits (the "Application") of Insert Legal Name ("Owner") for an allocation of 2016 carryover rental housing tax credits (the "Credits") for the development identified on Schedule A, attached hereto and made a part hereof (the "Development") and hereby issues a carryover allocation to Owner, as set forth on Schedule A, subject to the terms and conditions stated herein (this "Carryover Agreement") and the Conditional Rental Housing Tax Credit Commitment issued by the Authority to Owner on Insert Month & Day of Commitment Letter , 2016 (the "Conditional Commitment").

Owner hereby certifies that each building for which allocation evidenced hereby is being made is a "qualified building" as defined in Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

If the Authority believes, in its sole discretion, that the Development will not be completed or that any condition set forth in the Application or the Conditional Commitment will not be satisfied within the required time period, or will become unsatisfied or will otherwise cause the Development to fail to qualify for a Credit allocation, Owner agrees that the Authority may rescind and retrieve the Credits from Owner. If Owner determines it is unable to complete the Development within the time frame required under this Carryover Agreement, Owner agrees it shall return the Credits to the Authority, by written notice, at the time of such determination.

Owner hereby estimates that as of **11 months from the execution date of the carryover agreement or June 5, 2017 (whichever is earlier)**, Owner will have an accumulated "basis" (as defined in the Code) of at least \$ _____ in the Development, representing _____ % of the total reasonably expected basis of \$ _____ in the Development. No later than **11 months from the execution date of the Carryover Agreement or June 5, 2017 (whichever is earlier)**, Owner shall demonstrate to the Authority, in a manner satisfactory to the Authority, that such 10% requirement has been satisfied. In connection therewith, Owner shall provide the Authority with an independent certified public accountant's certification (or other professional determination satisfactory to the Authority) demonstrating compliance with the Code and other applicable requirements of the Internal Revenue Service, and which states that at least 10% of Owner's reasonably expected basis in the Development has been incurred to date, together with such other evidence the Authority deems necessary to permit it to make a determination that such requirement has been met. Owner covenants and agrees to timely complete the Development as contemplated in the Application and Conditional Commitment.

Election to Fix the Credit Percentage at Time of Binding Agreement (Treasury Regulations Section 1.42-8)

Pursuant to Section 42(b)(2)(A)(ii)(I) of the Code, the Owner and the Authority may enter into an agreement as to the housing credit amount to be allocated to the Project for the purpose of establishing the "Applicable Percentage" as defined in Section 42(b).



If this box is checked, Owner hereby irrevocably elects, pursuant to Section 42(b)(2)(A)(ii)(I) of the Code, to enter into an agreement with the Authority to fix the applicable Credit percentage(s) for the Development at a future time. The form of this Binding Agreement is found at Form F: Binding Lock-In Agreement. Owner acknowledges that if Owner and Authority fail to execute a Binding Lock-In Agreement by the placed in service date of the Development, Owner shall have failed to make an election pursuant to Section 42(b)(2)(A)(ii)(I) of the Code, and accordingly, the applicable percentage for a building shall be that for the month in which the particular building is placed in service.

If this box is checked, Owner hereby irrevocably elects, pursuant to Section 42(b)(2)(A)(ii)(I) of the Code, to enter into an agreement with the Authority to fix the applicable Credit percentage(s) for the Development as the percentage(s) prescribed by the Secretary of the Treasury for the month of Insert Month , 2016, which is the month in which the Authority and the Owner executed this Carryover Agreement with respect to the Development. The applicable credit percentages for the month of Insert Month , 2016 are _____% for the 70% present value credit and _____% for the 30% present value credit.

Owner acknowledges the possibility to fix the applicable credit percentage for the Development will be effective only if the Carryover Agreement is, both, (a) executed by Owner and the Authority in the same month and (b) notarized by the fifth (5th) day of Insert Month after Above-listed Month , 2016.

If no box is checked, Owner has made no election pursuant to Section 42(b)(2)(A)(ii)(I) of the Code, and accordingly, the applicable percentage for a building shall be that for the month in which the particular building is placed in service.

THIS ELECTION IS IRREVOCABLE.

If this box is checked, Owner hereby irrevocably elects to set the gross rent floor contemplated under Section 42(g)(2) of the Code for the month of Insert Month , 2016, which is the month in which this Carryover Agreement is executed.

If this box is checked, Owner hereby irrevocably elects to set the gross rent floor contemplated under Section 42(g)(2) of the Code for the month the Development is placed in service. Such election must be made and written notice thereof provided to the Authority no later than the placed-in-service date and must otherwise comply with the requirements of the Code.

The Authority and Owner hereby acknowledge that this Carryover Agreement constitutes an agreement binding upon the Authority, Owner and all successors in interest to Owner as owners of the Development, as to the allocation of 2016 Credit amounts to the building(s) comprising the Development, subject to compliance by Owner with the requirements of the Code, the 2016-2017 Rental Housing Tax Credit Qualified Allocation Plan for the State of Indiana, and such other requirements of the Authority as are stated from time to time.



Owner acknowledges that all terms, conditions, obligations and deadlines set forth in this Carryover Agreement, the Application and in the Conditional Commitment constitute conditions precedent to this Carryover Agreement, and the Development's failure to comply with any of such terms and conditions shall entitle the Authority, in its sole discretion, to deem the allocation evidenced hereby canceled by mutual consent. After any such cancellation, Owner acknowledges that neither it nor the Development will have any right to claim Credits pursuant to this Carryover Agreement or the Conditional Commitment. The Authority reserves the right, in its discretion, to modify and/or waive any such failed condition precedent, so long as such waiver does not violate any Code requirements relating to the Development.

Upon notification by Owner that the Development (or building(s) comprising the Development) has been placed in service, the Authority will issue an IRS Form 8609 for such building(s) to the extent required by, and in accordance with, the Code requirements and other applicable laws. The total dollar amount of the 2016 Credit allocation reflected on Form 8609 will not exceed the housing credit dollar amount allocated to the building(s), as set forth on Schedule A.

In issuing Credits under this Carryover Agreement, the Authority has solely relied upon the information submitted to it by Owner. Owner agrees it shall indemnify, defend and hold harmless the Authority from and against all claims, losses, costs, damages, expenses and liabilities of any nature, including, without limitation, attorney fees whether in connection with the subject matter hereof or the prosecution of the Authority's indemnity rights hereunder, directly or indirectly, resulting from, arising out of or relating to this Carryover Agreement and the allocation of Credits in connection herewith.

Owner acknowledges that the Authority's determination as to satisfaction of the ten percent (10%) requirement, pursuant to Code Section 42(h)(1)(E), is not binding upon the Internal Revenue Service and does not constitute a representation by the Authority to Owner or any other party.

INDIANA HOUSING AND COMMUNITY
DEVELOPMENT AUTHORITY

By: _____
J. Jacob Sipe, Executive Director

Date: _____



ACKNOWLEDGED, AGREED TO, AND ACCEPTED BY OWNER ON THE DATE SET FORTH BELOW.

The undersigned represents and warrants that he/she has the power to execute, deliver and accept the terms of this Agreement, to enter into the transactions contemplated by this Agreement, and that the acceptance and performance of this Agreement have been duly authorized by all necessary and proper corporate and other action.

Owner: _____

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

Subscribed and sworn before me, a Notary Public in and for the State of Indiana, this ____ day of _____, 20__.

County of Residence:

Notary Public

Commission Expires:

Printed Name



SCHEDULE A - CARRYOVER ALLOCATION

Housing Credit Agency: Indiana Housing and Community Development Authority

TIN of Authority: 35-1485172

Address of Authority: 30 South Meridian Street, Suite 1000
Indianapolis, IN 46204

Owner Name	
Address	
City, State, Zip	
TIN of Owner	

Development Name	
Address	
City, State, Zip	

Pursuant to Code Section 42(h)(1)(F), an allocation of credit may be made on a development basis or on a building-by-building basis; accordingly: **(check appropriate box)**

- Owner hereby requests the Authority to assign portions of this allocation to each individual building, as set forth below (i.e. on a building-by-building basis).
- Owner hereby requests the Authority to assign portions of this allocation to specific buildings within the development no later than the close of the calendar year in which the buildings are placed in service (i.e. on a development basis).

BIN*	Address**	Housing Credit Dollar Amount to be Allocated	Type of Credit (N, A, and/or R)***	PIS Date****
Total Housing Credit Dollar Amount Allocated:				

NOTE: If development has more than 15 buildings, please attach separate document listing all buildings.

* "BIN" - Building Identification Number(s) - This is assigned, by the Authority, to each building in the year of allocation

** Include physical street address for each building (or, if none exists, a specific description of its location)

*** "N" - New Construction; "A" - Acquisition; "R" - Substantial Rehabilitation

**** Expected Placed-in-Service Date

NOTE: A legal description labeled "Exhibit A" must be attached to this document.



NOTICE OF LIEN AND EXTENDED USE AGREEMENT

BY

Dated: _____

***FOR USE WITH ALL SECTION 42 DEVELOPMENTS, INCLUDING DEVELOPMENTS
FINANCED WITH TAX-EXEMPT BONDS**

Development Name: _____

Development Location: _____

Development Building Identification Number ("BIN") _____

LIEN AND EXTENDED USE AGREEMENT
Low Income Housing Tax Credit Award # [Insert Award Number]

This Lien and Extended Use Agreement (“Agreement”) is made by and between [Insert Owner] (“Owner”), the Owner of certain real estate located at [Insert Address], [Insert City], in [Insert County] County, State of Indiana, more particularly described on “Exhibit A” (“Real Estate”), and the Indiana Housing and Community Development Authority (“IHCDA” or the “Authority”), a public body corporate and politic of the State of Indiana.

I. PURPOSE

- A. IHCDA is authorized to act as the state’s housing credit agency and administers, operates, and manages the allocation of low income housing tax credits (“LIHTC”) pursuant to Section 42 of the Internal Revenue Code of 1986 (“Code”), the Rental Housing Tax Credit Qualified Allocation Plan for the state of Indiana (“Allocation Plan”) and other rules, regulations, guidance and notices relating to LIHTC issued by the Internal Revenue Service (“IRS”) or IHCDA, from time to time (collectively “LIHTC Program”).
- B. Owner received a reservation for an allocation of LIHTC credits in the amount of [Insert Spelled-out Amount] \$[Insert Amount] (“Credits”), to be used to finance the construction or rehabilitation of a rental housing project proposed in Owner’s LIHTC application for the Real Estate (“Project”), which Project is subject to all of the requirements of the LIHTC Program.
- C. Owner represented to the Authority, and the Authority has relied on those representations, that the Project shall comply with all applicable construction, occupancy, and affordability requirements of the LIHTC Program and that the Project shall continue to meet these requirements for the LIHTC extended use period, as defined below.
- D. The LIHTC Program requires that certain use restrictions be imposed upon any real estate assisted by Credits awarded by IHCDA to ensure that the benefits of such Credits remain with the intended beneficiaries under the LIHTC Program, as well as to comply with the Code.
- E. Specifically, IHCDA requires that the use restrictions remain in force and effect for the entire period required by the IRS, the Allocation Plan and any extended use period selected by Owner (“Extended Use Period”), which period is indicated below by an “X”:

Selection Insert “X”	Owner’s Commitment	Extended Use Period
	Tenant Lease/Purchase	15 years
	Section 42 Compliance Period, plus 15 years	30 years
	Section 42 Compliance Period, plus 20 years	35 years
	Section 42 Compliance Period, plus 25 years	40 years

II. COVENANTS AND OBLIGATIONS

The parties agree that the reservation by IHCDA of Credits to be allocated to Owner when the Project is placed in service, constitutes adequate consideration for the obligations undertaken by Owner in this Agreement. As of the date entered below, Owner hereby imposes the following use and deed restrictions upon the Real Estate and warrants, grants and conveys to IHCDA a lien upon the Real Estate for the duration of the Extended Use Period (the “Lien”). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

- A. As a condition precedent to the availability of Credits for the Project, Owner shall deliver to and record this Agreement and its attachments with the Office of the Recorder for _____ County, Indiana, in which the Real Estate is located, to create a restrictive covenant running with the land upon which the Project is situated. Owner agrees that all requirements under Indiana law that must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. Throughout the term of this Agreement, its covenants and restrictions shall survive and be effective regardless of whether any contract, deed or other instrument subsequently executed conveying all or part of the Real Estate provides that such conveyance is subject to this Agreement. Owner agrees to obtain the consent of any prior recorded lien holder on the Real Estate to this Agreement, which consent shall be attached hereto and made a part hereof.
- B. Owner and the Project must continuously comply with the LIHTC Program, including applicable sections of the Code and all Treasury Regulations and rulings relating to LIHTC Credits, each as amended from time to time, as well as the occupancy, development, and rent restriction requirements of the Code, the Allocation Plan and the additional commitments Owner made to IHCD resulting in issuance of Form 8609, which Owner agreed to satisfy in the initial and final applications (collectively, the "Occupancy Restrictions"), all of which are incorporated herein by reference. Such Occupancy Restrictions include, but are not limited to:
1. Owner shall lease not less than _____% of the units in the Project to individuals or families whose income is 30% or less of area median gross income (including adjustments for family size), ("AMI"), not less than _____% of the units in the Project to individuals or families whose income is 40% or less of AMI, not less than _____% of the units to individuals or families whose income is 50% or less of AMI, and not less than _____% of the units to individuals or families whose income is 60% or less of AMI (collectively "Qualifying Tenants"), and shall ensure that the "applicable fraction" (as defined in Section 42(c)(1)(B) of the Code) for each building for each taxable year in the Compliance Period shall not be less than _____ percent (_____%). Owner shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
 2. Owner shall lease not less than _____% of the units in the Project at a rent that is at or below the 30% AMI rent level; and not less than _____% of the units in the Project at a rent that is at or below the 40% AMI rent; and not less than _____% of the units in the Project at a rent that is at or below the 50% AMI rent; and not less than _____% of the units in the Project at a rent that is at or below the 60% AMI rent.
- C. Subject to the requirements of the Code, which prohibits the disposition to any person of any portion of the building to which this Agreement applies unless all of the building is disposed of to such person, Owner may sell, transfer or exchange the Project; provided, however, such sale, transfer or exchange shall be voidable by the Authority if the Authority is not first notified in writing and provided with the identity of the buyer or other successor of Owner's interest in the Project, together with such other information requested by the Authority. The partial disposition prohibition shall not apply to the Project if it is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Internal Revenue Service or the Authority determines that such acquisition is part of an arrangement with the Owner, or its successors or assigns, a purpose of which is to terminate the extended use period (as set forth in part I.E). This subparagraph shall not act to waive any other restriction on sale, transfer or exchange of the Project.
- D. Neither the Owner nor representatives acting on behalf of the Owner shall during the Extended Use Period or the three-year period immediately following termination of this Agreement as provided herein, 1) evict or terminate the tenancy of an existing tenant (other than for good cause), or 2) increase the gross rent with respect to any unit not otherwise permitted under Section 42.
- E. IHCD and Qualifying Tenant(s) (or either or all of them) are entitled, for any breach of this Agreement, to enforce specific performance by Owner of its obligations under this Agreement in a state court of competent jurisdiction, in addition to all other remedies provided by law or in equity. Owner unconditionally agrees that

the beneficiaries of Owner's obligations under this Agreement cannot adequately be compensated by monetary damages in the event of any such breach.

- F. Owner acknowledges that the financial assistance received through the LIHTC Program represents good and valuable consideration for this Agreement and that these restrictions on the use of the Project are consistent with the statutes, regulations, terms, conditions, and requirements for the LIHTC Program as administered by IHCDA.
- G. Owner shall indemnify, save and hold harmless the Authority, its directors, officers, employees and agents from any and all claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Owner to strictly and timely perform its obligations under this Agreement, or as a result of allocation of the Credits to the Project, or the recapture of any portion of the Credits by any appropriate governmental agency.

III. TERM, TERMINATION, MISCELLANEOUS

- A. The terms, conditions, covenants and restrictions of this Agreement commence on the first day on which the first residential unit in the Project is placed in service and end on the date which is the later of (i) the Extended Use Period set forth in part I.E., or (ii) the expiration of any additional extended use period, set forth in "Exhibit D" attached hereto.
- B. Notwithstanding anything in this Agreement to the contrary, the Extended Use Period for any building which is a part of the Project shall terminate:
 - 1. On the date such building is acquired by foreclosure or instrument in lieu of foreclosure, subject to the limitations in part III.C. below,
 - 2. On the last day of the fifteen (15) year Section 42 Compliance Period or fifteen (15) years prior to the expiration of any extended use period set forth in "Exhibit D", whichever occurs later, if Owner has properly requested, pursuant to the Code and the LIHTC Program, that the Authority present a qualified contract as defined in the Code, for the acquisition of the low-income portion of any part of the Project and the Authority is unable to procure a qualified contract.
- C. The Lien may be foreclosed and the restrictive covenants may terminate on the date the Project is acquired by foreclosure in accordance with the laws of the State of Indiana, or instrument in lieu of foreclosure, provided that IHCDA has received prior notice of the default and foreclosure action and any other information IHCDA requests about the disposition of the property following foreclosure. The foregoing shall not apply to the Project if the IRS or the Authority determines any such acquisition of the Project is part of an arrangement with the Owner, or its successors or assigns, a purpose of which is to terminate the Extended Use Period.
- D. This Agreement shall be binding upon the Project and shall constitute covenants running with the land. Owner agrees that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Extended Use Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Real Estate or a portion thereof provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
- E. This Agreement may be amended only with the prior written approval of the Authority and no amendment shall be effective without such prior written approval. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. All notices to be given pursuant to this Agreement shall be in writing and mailed by certified mail to the parties hereto at the addresses set forth below or to such other place as a party may from time to time designate in writing.

This Lien and Extended Use Agreement is effective as of the ____ day of _____, 20__.

IN WITNESS WHEREOF, Owner and the Authority have caused this Agreement to be signed by duly authorized representatives, on the day and year first written above.

OWNER: **[Insert Name of Owner]**

[Insert Name of Co-Owner]

By: _____

By: _____

Printed: _____

Printed: _____

Address: _____

Address: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared _____ the _____ of _____, who acknowledged that the foregoing Lien and Extended Use Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 20_____.

[Insert Name of Notary]
A Resident of _____ County, Indiana

My Commission Expires: _____

AGREED TO this _____ day of _____ by the Authority.

INDIANA HOUSING AND COMMUNITY
DEVELOPMENT AUTHORITY

By: _____
J. Jacob Sipe, Interim Executive Director
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared J. Jacob Sipe, the Interim Executive Director of IHCD, who acknowledged that the foregoing Lien and Extended Use Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this _____ day of _____, 20____.

[Insert Name of Notary]
A Resident of _____ County, Indiana

My Commission Expires: _____

This instrument was prepared by Deborah K. Hepler (18003-49), General Counsel, Indiana Housing and Community Development Authority, 30 South Meridian Street, Suite 1000, Indianapolis, IN 46204 (317) 232-7777.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, [Insert Name of Preparer]

EXHIBIT B

**MORTGAGEE'S ACKNOWLEDGEMENT AND CONSENT TO
TO THE LIEN AND RESTRICTIVE COVENANT AGREEMENT**

_____, being the mortgagee of record ("Mortgagee") pursuant to a mortgage recorded as Instrument No. _____, and filed in the Office of the Recorder of _____ County, Indiana on _____, hereby consents to the Lien and Restrictive Covenant Agreement ("Agreement") executed by _____ ("Owner") on _____. Specifically, Mortgagee acknowledges having notice of the conditions under which the Agreement may be terminated and the lien foreclosed, as provided in the Agreement; provided, however, that this Consent shall not otherwise affect or impair the priority of the lien of Mortgagee's mortgage with respect to any other liens encumbering or affecting title to the property involved.

IN WITNESS WHEREOF, Mortgagee, by its duly authorized officer, has hereunto executed this Mortgagee's Consent to Lien and Extended Use Agreement this _____ day of _____, 20_____

"MORTGAGEE"

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, ("Mortgagee"), who acknowledged that the foregoing Consent was executed in such capacity for and on behalf of the Mortgagee.

WITNESS my hand and seal this _____ day of _____.

My County of Residence:

Notary Public

My Commission Expires:

Printed Name

NOTICE OF LIEN AND EXTENDED USE AGREEMENT

BY

Dated: _____

***FOR USE WITH ALL SECTION 42 DEVELOPMENTS, INCLUDING DEVELOPMENTS
FINANCED WITH TAX-EXEMPT BONDS**

Development Name: _____

Development Location: _____

Development Building Identification Number ("BIN") _____

LIEN AND EXTENDED USE AGREEMENT
Low Income Housing Tax Credit Award [Insert Award Number]

This Lien and Extended Use Agreement (“Agreement”) is made by and between [Insert Owner] (“Owner”), the Owner of certain real estate located at [Insert Address], [Insert City], in [Insert County] County, State of Indiana, more particularly described on “Exhibit A” (“Real Estate”), and the Indiana Housing and Community Development Authority (“IHCDA” or the “Authority”), a public body corporate and politic of the State of Indiana.

I. PURPOSE

- A. IHCDA is authorized to act as the state’s housing credit agency and administers, operates, and manages the allocation of low income housing tax credits (“LIHTC”) pursuant to Section 42 of the Internal Revenue Code of 1986 (“Code”), the Rental Housing Tax Credit Qualified Allocation Plan for the state of Indiana (“Allocation Plan”) and other rules, regulations, guidance and notices relating to LIHTC issued by the Internal Revenue Service (“IRS”) or IHCDA, from time to time (collectively “LIHTC Program”).
- B. Owner received a reservation for an allocation of LIHTC credits in the amount of [Insert Spelled-out Amount] \$[Insert Amount] (“Credits”), to be used to finance the construction or rehabilitation of a rental housing project proposed in Owner’s LIHTC application for the Real Estate (“Project”), which Project is subject to all of the requirements of the LIHTC Program.
- C. Owner represented to the Authority, and the Authority has relied on those representations, that the Project shall comply with all applicable construction, occupancy, and affordability requirements of the LIHTC Program and that the Project shall continue to meet these requirements for the LIHTC extended use period, as defined below.
- D. The LIHTC Program requires that certain use restrictions be imposed upon any real estate assisted by Credits awarded by IHCDA to ensure that the benefits of such Credits remain with the intended beneficiaries under the LIHTC Program, as well as to comply with the Code.
- E. Specifically, IHCDA requires that the use restrictions remain in force and effect for the entire period required by the IRS, the Allocation Plan and any extended use period selected by Owner (“Extended Use Period”), which period is indicated below by an “X”:

Checkbox Selection	Owner’s Commitment	Extended Use Period
<input type="checkbox"/>	Section 42 Compliance Period, plus 15 years	30 years

II. COVENANTS AND OBLIGATIONS

The parties agree that the reservation by IHCDA of Credits to be allocated to Owner when the Project is placed in service, constitutes adequate consideration for the obligations undertaken by Owner in this Agreement. As of the date entered below, Owner hereby imposes the following use and deed restrictions upon the Real Estate and warrants, grants and conveys to IHCDA a lien upon the Real Estate for the duration of the Extended Use Period (the “Lien”). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

- A. As a condition precedent to the availability of Credits for the Project, Owner shall deliver to and record this Agreement and its attachments with the Office of the Recorder for _____ County, Indiana, in which the Real Estate is located, to create a restrictive covenant running with the land upon which the Project is situated. Owner agrees that all requirements under Indiana law that must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. Throughout the term of this Agreement, its covenants and restrictions shall

survive and be effective regardless of whether any contract, deed or other instrument subsequently executed conveying all or part of the Real Estate provides that such conveyance is subject to this Agreement. Owner agrees to obtain the consent of any prior recorded lien holder on the Real Estate to this Agreement, which consent shall be attached hereto and made a part hereof.

- B. Owner and the Project must continuously comply with the LIHTC Program, including applicable sections of the Code and all Treasury Regulations and rulings relating to LIHTC Credits, and IHCD's RHTC Compliance Manual, each as amended from time to time, as well as the occupancy, development, and rent restriction requirements of the Code, the Allocation Plan and the additional commitments Owner made to IHCD resulting in issuance of Form 8609, which Owner agreed to satisfy in the initial and final applications (collectively, the "Occupancy Restrictions"), all of which are incorporated herein by reference. Such Occupancy Restrictions include, but are not limited to:
1. Owner shall lease not less than _____% of the units in the Project to individuals or families whose income is 30% or less of area median gross income (including adjustments for family size), ("AMI"), not less than _____% of the units in the Project to individuals or families whose income is 40% or less of AMI, not less than _____% of the units to individuals or families whose income is 50% or less of AMI, and not less than _____% of the units to individuals or families whose income is 60% or less of AMI (collectively "Qualifying Tenants"), and shall ensure that the "applicable fraction" (as defined in Section 42(c)(1)(B) of the Code) for each building, for each taxable year in the Compliance Period, shall be no less than the applicable fraction listed in the "Building-by-Building Information" of the Final Application. Owner shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
 2. Owner shall lease not less than _____% of the units in the Project at a rent that is at or below the 30% AMI rent level; and not less than _____% of the units in the Project at a rent that is at or below the 40% AMI rent; and not less than _____% of the units in the Project at a rent that is at or below the 50% AMI rent; and not less than _____% of the units in the Project at a rent that is at or below the 60% AMI rent.
- C. Subject to the requirements of the Code, which prohibits the disposition to any person of any portion of the building to which this Agreement applies unless all of the building is disposed of to such person, Owner may sell, transfer or exchange the Project; provided, however, such sale, transfer or exchange shall be voidable by the Authority if the Authority is not first notified in writing and provided with the identity of the buyer or other successor of Owner's interest in the Project, together with such other information requested by the Authority. The partial disposition prohibition shall not apply to the Project if it is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Internal Revenue Service or the Authority determines that such acquisition is part of an arrangement with the Owner, or its successors or assigns, a purpose of which is to terminate the extended use period (as set forth in part I.E). This subparagraph shall not act to waive any other restriction on sale, transfer or exchange of the Project.
- D. Neither the Owner nor representatives acting on behalf of the Owner shall during the Extended Use Period or the three-year period immediately following termination of this Agreement as provided herein, 1) evict or terminate the tenancy of an existing tenant (other than for good cause), or 2) increase the gross rent with respect to any unit not otherwise permitted under Section 42.
- E. IHCD and Qualifying Tenant(s) (or either or all of them) are entitled, for any breach of this Agreement, to enforce specific performance by Owner of its obligations under this Agreement in a state court of competent jurisdiction, in addition to all other remedies provided by law or in equity. Owner unconditionally agrees that the beneficiaries of Owner's obligations under this Agreement cannot adequately be compensated by monetary damages in the event of any such breach.

- F. Owner acknowledges that the financial assistance received through the LIHTC Program represents good and valuable consideration for this Agreement and that these restrictions on the use of the Project are consistent with the statutes, regulations, terms, conditions, and requirements for the LIHTC Program as administered by IHCDA.
- G. Owner shall indemnify, save and hold harmless the Authority, its directors, officers, employees and agents from any and all claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Owner to strictly and timely perform its obligations under this Agreement, or as a result of allocation of the Credits to the Project, or the recapture of any portion of the Credits by any appropriate governmental agency.

III. TERM, TERMINATION, MISCELLANEOUS

- A. The terms, conditions, covenants and restrictions of this Agreement commence on the first day on which the first residential unit in the Project is placed in service and end on the date which is the later of (i) the Extended Use Period set forth in part I.E., or (ii) the expiration of any additional extended use period, set forth in "Exhibit C" attached hereto.
- B. Notwithstanding anything in this Agreement to the contrary, the Extended Use Period for any building which is a part of the Project shall terminate:
 - 1. On the date such building is acquired by foreclosure or instrument in lieu of foreclosure, subject to the limitations in part III.C. below,
 - 2. On the last day of the fifteen (15) year Section 42 Compliance Period or fifteen (15) years prior to the expiration of any extended use period set forth in "Exhibit C", whichever occurs later, if Owner has properly requested, pursuant to the Code and the LIHTC Program, that the Authority present a qualified contract as defined in the Code, for the acquisition of the low-income portion of any part of the Project and the Authority is unable to procure a qualified contract.
- C. The Lien may be foreclosed and the restrictive covenants may terminate on the date the Project is acquired by foreclosure in accordance with the laws of the State of Indiana, or instrument in lieu of foreclosure, provided that IHCDA has received prior notice of the default and foreclosure action and any other information IHCDA requests about the disposition of the property following foreclosure. The foregoing shall not apply to the Project if the IRS or the Authority determines any such acquisition of the Project is part of an arrangement with the Owner, or its successors or assigns, a purpose of which is to terminate the Extended Use Period.
- D. This Agreement shall be binding upon the Project and shall constitute covenants running with the land. Owner agrees that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Extended Use Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Real Estate or a portion thereof provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
- E. This Agreement may be amended only with the prior written approval of the Authority and no amendment shall be effective without such prior written approval. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. All notices to be given pursuant to this Agreement shall be in writing and mailed by certified mail to the parties hereto at the addresses set forth below or to such other place as a party may from time to time designate in writing.

This Lien and Extended Use Agreement is effective as of the [] day of [], 20[].

IN WITNESS WHEREOF, Owner and the Authority have caused this Agreement to be signed by duly authorized representatives, on the day and year first written above.

OWNER: **[Insert Name of Owner]**

[Insert Name of Co-Owner]

By: _____

By: _____

Printed: _____

Printed: _____

Address: _____

Address: _____

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared _____ the _____ of _____, who acknowledged that the foregoing Lien and Extended Use Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 20____.

Notary Public

Printed Name

A Resident of _____ County, _____

My Commission Expires: _____

AGREED TO this _____ day of _____ by the Authority.

INDIANA HOUSING AND COMMUNITY
DEVELOPMENT AUTHORITY

By: _____
J. Jacob Sipe, Executive Director
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared J. Jacob Sipe, the Executive Director of IHCDA, who acknowledged that the foregoing Lien and Extended Use Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this _____ day of _____, 20_____.

Notary Public

Printed Name

A Resident of _____ County, Indiana

My Commission Expires: _____

This instrument was prepared by Carmen Files, General Counsel, Indiana Housing and Community Development Authority, 30 South Meridian Street, Suite 1000, Indianapolis, IN 46204 | (317) 232-7777.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, [Insert Name of Preparer]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

N/A

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

IHCDA and Owner acknowledge and agree that the Project is intended to qualify as a Lease-Purchase Project in accordance with IHCDA's Allocation Plan, and that IHCDA may release this Agreement and the Lien with respect to individual units or buildings within the Project following the expiration of the Compliance Period in order to effectuate such Lease-Purchase Program.

**I.R.C. SECTION 42(b)(2)(A)(ii) AGREEMENT BETWEEN:
INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
AND TO LOCK-IN DEVELOPMENT CREDIT PERCENTAGE
FOR ALLOCATION OF 20 RENTAL HOUSING TAX CREDITS**

This Agreement is entered into between the Indiana Housing and Community Development Authority, the rental housing tax credit agency for the State of Indiana (the "Authority"), and ("Owner") which has received a reservation of 20 rental housing tax credits (the "Credit") for the development identified on Schedule A, attached hereto and made a part hereof (the "Development"). The maximum housing credit dollar amount to be allocated to the Development and the type(s) of building(s) to which the house credit dollar amount applies are set forth on Schedule A.

Owner hereby irrevocably elects, pursuant to Section 42(b)(2)(A)(ii)(I) of the Internal Revenue Code of 1986, as amended (the "Code"), to fix the applicable credit percentage(s) for the Development as the percentage(s) prescribed by the Secretary of the Treasury for the month of _____, at _____ percent (_____ %). The Authority and the Owner hereby acknowledge that this Agreement is binding upon the Authority, the Owner and all successors in interest to the Owner as owners of the Development, as to the allocation of 20 Credit amounts to the building(s) comprising the Development, subject to compliance by the Owner with the requirements of the Code, the applicable Rental Housing Tax Credit Qualified Allocation Plan for the State of Indiana, and such other requirements, rights and privileges as stated by the Authority from time to time.

For purposes of entering into this Agreement, the Authority has relied upon the information submitted to it by the Owner. Owner agrees it shall indemnify, defend and hold harmless the Authority against all claims, losses, costs, damages, expenses and liabilities of any nature, directly or indirectly resulting from, arising out of or relating to this Agreement and the allocation of Credits in connection herewith.

Signed and agreed to this _____ day of _____, 20_____.

**INDIANA HOUSING AND COMMUNITY
DEVELOPMENT AUTHORITY**

By: _____
J. Jacob Sipe, Executive Director

ACKNOWLEDGMENT

The undersigned represents and warrants that he/she has the power to execute, deliver and accept the terms of this Agreement, to enter into the transactions contemplated by this Agreement, and that the acceptance and performance of this Agreement has been duly authorized by all necessary and proper corporate and other action.

OWNER: _____

Signature: _____

Printed Name: _____

Title (if applicable): _____



STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, who, having been first duly sworn, acknowledged the execution of the foregoing document on behalf of the organization.

WITNESS my hand and seal this _____ day of _____.

My County of Residence:

Notary Public

My Commission Expires:

Printed Name

Schedule A

I.R.C. Section 42(B) (2) (A) (ii) (I) Agreement

Housing Credit Agency: Indiana Housing and Community Development Authority
TIN of Authority: 35-1485172
 30 S Meridian Street, Suite 1000
 Indianapolis, IN 46204

Owner Name	
Address	
City, State, Zip	
TIN of Owner	

Development Name	
Address	
City, State, Zip	

BIN	Address**	Housing Credit Dollar Amount to be Allocated	Type of Credit (N, A, and/or R)***	PIS Date****

NOTE: If development has more than 10 buildings, please attach separate document listing all buildings

- *"BIN"-Building Identification Number(s) - This is assigned to each building in the year of allocation by the Authority
- ** Include specific street address for each building (or if none exists, a specific description of its location)
- *** "N" - New Construction; "A" - Acquisition; "R" - Substantial Rehabilitation
- **** Expected Placed in Service Date

NOTE: A legal description labeled Exhibit A must be attached to this document.

FORM I – Local Unit of Government Notification Read Receipt Form

At least 30 days, but no more than 60 days, prior to application submittal, the Applicant must submit Form C and any additional documentation they wish to provide, with evidence of receipt, to the highest locally elected official in the community where the proposed development will be located. If hand delivering **Form C**, this form (form I) must be filled out to verify receipt of **Form C** was within this specified time frame.

From:	To:
Delivered By: _____	Date Delivered: _____
Received By: <div style="text-align: center; margin-top: 20px;"> _____ <i>Signature</i> </div> <div style="text-align: center; margin-top: 20px;"> _____ <i>Print</i> </div> <div style="text-align: center; margin-top: 20px;"> _____ <i>Title</i> </div>	

- I am certifying that I have received the Applicant’s Form C detailing their intent to develop affordable housing.
- I am certifying that I have received this information by, or before, October 7th, 2016.

Private Activity Bond Financing Questionnaire

Project Name:	
Self-Score:	
TE Bond Value:	
Taxable Volume Request:	

Proposed Bond Structure – (i.e. Fixed rate, Variable rate or a Combination). If variable rate debt is utilized, will it be hedged? If so, describe the type of hedge. If liquidity is required, what is the name and ratings of the expected provider? Is the liquidity provider currently in place?

Are you still using credit enhancement? If yes, list the provider:		
Who is the expected underwriter for this deal?	Bank Firm:	
	Lead Banker:	
	Phone #:	
	Email	
	Address:	



List your most recent experience in which multi-family bond issuance was utilized:	
Name:	
Number of Units:	
BIN:	
Location:	
Tax-Exempt Volume:	
Taxable Volume:	

Why do you want IHEDA as the issuer versus your local municipality?

Have you ever been awarded bond volume and not been able to utilize it? i.e. the deal fell through, didn't close, etc... Has the firm, or any of its principals, ever defaulted on any debt?			
Date:	State:	Amount:	Reason

Total debt outstanding in connection with all projects:	
Tax Exempt:	
Taxable:	

Footnotes:

--



Development Name and Location			
Development Name:			
Street Address:			
City:		County:	

Development Summary			
Construction Type:	[NC/Rehab]	Property Type:	[Family/Elderly]
Total Number of Units:		Total Number of Special Need Units:	
Estimated Month/Year Of First Certificate Of Occupancy:			

Contact Information			
	Owner	Management Agent	Referral Agency
Organization			
Address			
City, State, Zip			
Primary Contact			
Title			
Phone 1			
Phone 2			
Email			

Set-aside Special Housing Needs Population (place a "X" next to the targeted population)			
Persons with physical or development disabilities		Persons with mental impairments	
Single parent households		Victims of domestic violence	
Abused children		Persons with chemical addictions	
Homeless persons		The elderly	

Unit Information			
	Total # of Units	Total # of Accessible Units	Smallest Sq. Ft Unit
0 - BR			
1 - BR			
2 - BR			
3 - BR			
4 - BR			

Describe any adaptability, accessibility, assistive technology, or security features.

Describe any community space being developed or rehabbed.

Access To Community Features and Public Transportation					
Community Feature	Miles	Community Feature	Miles	Community Feature	Miles
Doctor Office		Dentist Office		Optometrist Office	
Hospital		Pharmacy		Post Office	
Library		Public Park		Public Transp. Stop	
Community/Senior Center		Public Safety (Fire/Policy)		Outdoor Athletic Fields/Courts	
Grocery Store		Convenience Store		Bank/Credit Union	
School		Day Care/After School		Major Employer	

List the number of units in the property supported by each type of subsidy.					
HUD PBRA		USDA PBRA		Medicaid Waiver	
McKinney-Vento		Public Housing		Other	
Describe "Other" Subsidy					

Describe the eligibility criteria (income limit, etc) for subsidy programs.

Explain how the special needs referrals will be given preference in relationship to any wait list and preference policies of subsidies.

Describe the services that are administered and provided to the Special Housing Need Population checked above by the Local Referral Agency.

CERTIFICATION AND MEMORANDUM OF UNDERSTANDING

WHEREAS **[Insert Owner]** **[was awarded or anticipates receiving an award of]** Rental Housing Tax Credit (RHTC) from the Indiana Housing and Community Development Authority (IHCD) to finance and build **[XX]** apartment units, known as **[Insert Development Name]** in **[City]**, Indiana; and

IHCD's 2014-15 Qualified Allocation Plan requires that each RHTC property funded in 2014-2015 set-aside ten percent (10%) of the total units to provide residential housing for "special needs populations", pursuant to Indiana Code ("IC") 5-20-1-4.5; and

[Insert Local Referral Agency] provides, coordinates, or represents agencies that provide direct community-based services in the **[City]** area to these populations; and

[Insert Local Referral Agency] seeks to expand and support affordable housing opportunities for special housing needs population in their communities;

THEREFORE, **[Insert Owner]** and **[Insert Local Referral Agency]** and **[Insert Property Management Company]** agree to the following partnership to set-aside **[XX]** apartment units within the **[Insert Development Name]** apartment complex for the special housing needs populations checked above.

[Insert Owner] shall:

- Agree that the **[XX]** set-aside units will not be segregated within the property or in any way be distinguishable (beyond the presence of accessible features or assistive technology) from non-set-aside units, and that the set-aside unit mix will depend on the needs of referred households.
- Assure that **[Insert Local Referral Agency]** is notified when vacancies occur.

[Insert Local Referral Agency] shall:

- Agree to refer qualified households to the **[Insert Development Name]**.
- Agree to notify households of the vacancies.
- Facilitate access to an array of supportive services for the special housing need population. These services shall be available to tenants on an as-needed basis, and receipt of these or any other services shall not be a condition of tenancy.

[Insert Property Management Company] shall:

- Educate initial and subsequent on-site property managers on the set-aside units and contact information for the **[Insert Local Referral Agency]**.
- Agree that the **[XX]** set-aside units will not be segregated within the property or in any way be distinguishable (beyond the presence of accessible features or assistive technology) from non-set-aside units and that set-aside unit mix will depend on the needs of referred households.
- Screen all referred applicants using established selection tenant criteria.
- Include language on Reasonable Accommodations on its application for tenancy.



- Facilitate communication with **[Insert Local Referral Agency]** by designating in the event of staff turnover, a named individual as the primary contact.

All parties to this Agreement shall:

- Agree that **[Insert Owner]** and **[Insert Property Management Company]** are responsible for meeting compliance requirements established by the IRS and IHCA.
- Agree that **[Insert Owner]** and **[Insert Property Management Company]** are responsible for maintaining the property for the benefit of all tenants.
- Agree that the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of tenants according to Fair Housing and the responsibility of the **[Insert Property Management Company]**.
- Agree that tenant participate in supportive services will not be a condition of tenancy.

IN WITNESS WHEREOF, the parties have executed, or caused this agreement to be executed by their duly authorized representatives, as of the date below written.

[Insert Owner Name], Owner Signature **Date**

[Insert Management Contact Name], Management Signature **Date**

[Insert Local Referral Agency Name], Local Referral Agency Signature **Date**

Development Name and Location			
Development Name:			
Street Address:			
City:		County:	

Development Summary			
Construction Type:	[NC/Rehab]	Property Type:	[Family/Elderly]
Total Number of Units:		Total Number of Special Need Units:	
Estimated Month/Year Of First Certificate Of Occupancy:			

Contact Information			
	Owner	Management Agent	Referral Agency
Organization			
Address			
City, State, Zip			
Primary Contact			
Title			
Phone 1			
Phone 2			
Email			

Set-aside Special Housing Needs Population (place a "X" next to the targeted population)			
Persons with physical or development disabilities		Persons with mental impairments	
Single parent households		Victims of domestic violence	
Abused children		Persons with chemical addictions	
Homeless persons		The elderly	

Unit Information			
	Total # of Units	Total # of Accessible Units	Smallest Sq. Ft Unit
0 - BR			
1 - BR			
2 - BR			
3 - BR			
4 - BR			

Describe any adaptability, accessibility, assistive technology, or security features.

Describe any community space being developed or rehabbed.

Access To Community Features and Public Transportation					
Community Feature	Miles	Community Feature	Miles	Community Feature	Miles
Doctor Office		Dentist Office		Optometrist Office	
Hospital		Pharmacy		Post Office	
Library		Public Park		Public Transp. Stop	
Community/Senior Center		Public Safety (Fire/Policy)		Outdoor Athletic Fields/Courts	
Grocery Store		Convenience Store		Bank/Credit Union	
School		Day Care/After School		Major Employer	

List the number of units in the property supported by each type of subsidy.					
HUD PBRA		USDA PBRA		Medicaid Waiver	
McKinney-Vento		Public Housing		Other	
Describe "Other" Subsidy					

Describe the eligibility criteria (income limit, etc) for subsidy programs.

Explain how the special needs referrals will be given preference in relationship to any wait list and preference policies of subsidies.

Describe the services that are administered and provided to the Special Housing Need Population checked above by the Local Referral Agency.

CERTIFICATION AND MEMORANDUM OF UNDERSTANDING

WHEREAS **[Insert Owner]** **[was awarded or anticipates receiving an award of]** Rental Housing Tax Credit (RHTC) from the Indiana Housing and Community Development Authority (IHCD) to finance and build **[XX]** apartment units, known as **[Insert Development Name]** in **[City]**, Indiana; and

IHCD's 2016-17 Qualified Allocation Plan requires that each RHTC property funded in 2016-2017 set-aside ten percent (10%) of the total units to provide residential housing for "special needs populations", pursuant to Indiana Code ("IC") 5-20-1-4.5; and

[Insert Local Referral Agency] provides, coordinates, or represents agencies that provide direct community-based services in the **[City]** area to these populations; and

[Insert Local Referral Agency] seeks to expand and support affordable housing opportunities for special housing needs population in their communities;

THEREFORE, **[Insert Owner]** and **[Insert Local Referral Agency]** and **[Insert Property Management Company]** agree to the following partnership to set-aside **[XX]** apartment units within the **[Insert Development Name]** apartment complex for the special housing needs populations checked above.

[Insert Owner] shall:

- Agree that the **[XX]** set-aside units will not be segregated within the property or in any way be distinguishable (beyond the presence of accessible features or assistive technology) from non-set-aside units, and that the set-aside unit mix will depend on the needs of referred households.
- Assure that **[Insert Local Referral Agency]** is notified when vacancies occur.

[Insert Local Referral Agency] shall:

- Agree to refer qualified households to the **[Insert Development Name]**.
- Agree to notify households of the vacancies.
- Facilitate access to an array of supportive services for the special housing need population. These services shall be available to tenants on an as-needed basis, and receipt of these or any other services shall not be a condition of tenancy.

[Insert Property Management Company] shall:

- Educate initial and subsequent on-site property managers on the set-aside units and contact information for the **[Insert Local Referral Agency]**.
- Agree that the **[XX]** set-aside units will not be segregated within the property or in any way be distinguishable (beyond the presence of accessible features or assistive technology) from non-set-aside units and that set-aside unit mix will depend on the needs of referred households.
- Screen all referred applicants using established selection tenant criteria.
- Include language on Reasonable Accommodations on its application for tenancy.



- Facilitate communication with **[Insert Local Referral Agency]** by designating in the event of staff turnover, a named individual as the primary contact.

All parties to this Agreement shall:

- Agree that **[Insert Owner]** and **[Insert Property Management Company]** are responsible for meeting compliance requirements established by the IRS and IHEDA.
- Agree that **[Insert Owner]** and **[Insert Property Management Company]** are responsible for maintaining the property for the benefit of all tenants.
- Agree that the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of tenants according to Fair Housing and the responsibility of the **[Insert Property Management Company]**.
- Agree that tenant participate in supportive services will not be a condition of tenancy.

IN WITNESS WHEREOF, the parties have executed, or caused this agreement to be executed by their duly authorized representatives, as of the date below written.

[Insert Owner Name], Owner Signature **Date**

[Insert Management Contact Name], Management Signature **Date**

[Insert Local Referral Agency Name], Local Referral Agency Signature **Date**

TENANT INVESTMENT SERVICE AGREEMENT

Service Provider/ Agent/ Organization			
Name:			
Street Address:			
City:		County:	
Place a "X" next to the targeted population			
Persons with physical or development	<input type="checkbox"/>	Persons with mental impairments	<input type="checkbox"/>
Single parent households	<input type="checkbox"/>	Victims of domestic violence	<input type="checkbox"/>
Homeless persons	<input type="checkbox"/>	Persons with chemical addictions	<input type="checkbox"/>
Abused children	<input type="checkbox"/>	The elderly	<input type="checkbox"/>

This agreement between (Owner)_____, (Management Agent)_____, and (Service Provider/Agent/Organization)_____ is to confirm the activities and/or incentives offered to residents of (development name)_____. The Owner and Management Agent agree that in partnering with the Service Provider/Agent/Organization, the development should offer programs that are tailored to the needs of the targeted tenants and encourage tenants to invest in the overall well-being, neighborhood/multi-family community, and/or environment. It is agreed by all signing parties that the Tenant Investment Plan add no extra cost to the tenant. It is understood; that some classes/activities offered might require a maintenance fee. This fee must remain minimal. Tenant Investment Plan Services may target specific tenants of the development but must be optional and inclusive to tenants of both Tax Credit and Market Rate units within the development.

The Owner and Management Agent also agree to fill out Exhibit A, and attach the form to this agreement, listing the services that will be offered to the tenants, a brief description of the service, where the service is being offered (on-site/off-site), the distance from the development (if offered off-site), and the service provider.

This agreement and the services listed on Exhibit A shall remain in effect for the life of the development. The owner/management agent will be responsible for maintaining all services for the life of the development (even if the owner is required to different provider who will provide the same or comparable services to benefit the residents).

Owner Authorized Signatory_____

Printed Name_____ **Date**_____

Management Agent_____

Printed Name_____ **Date**_____

Service Provider/Agent/Organization_____

Printed Name_____ **Date**_____



Development Information			
Development Name:			
Street Address:			
City:		County:	
Place a "X" next to the targeted population			
Persons with physical or development disabilities	<input type="checkbox"/>	Persons with mental impairments	<input type="checkbox"/>
Single parent households	<input type="checkbox"/>	Victims of domestic violence	<input type="checkbox"/>
Homeless persons	<input type="checkbox"/>	Persons with chemical addictions	<input type="checkbox"/>
Abused children	<input type="checkbox"/>	The elderly	<input type="checkbox"/>

LEVEL 1 SERVICES = 0.25 Point per Service				
Tenant Investment Plan Services & Description				
Service	Brief Description of Service	On-Site/ Off-Site	Distance from Development	Service Provider
<input type="checkbox"/> Food Pantry Referral				
<input type="checkbox"/> Clothing Pantry Referral				
<input type="checkbox"/> 2-1-1/ Information & Referral				
<input type="checkbox"/> Smoking Cessation				
<input type="checkbox"/> Discount Program				
<input type="checkbox"/> Coupons to Local Public/ Private Facilities				
<input type="checkbox"/> Blood Pressure Screening				
<input type="checkbox"/> Music Ministry				
<input type="checkbox"/> Writer's Group				
<input type="checkbox"/> Stress Management				
<input type="checkbox"/> Quarterly Resident Meetings				

<input type="checkbox"/>	Smart Use Training				
<input type="checkbox"/>	Holiday Events				
<input type="checkbox"/>	Recycling Program				
<input type="checkbox"/>	Resident Liaison				
<input type="checkbox"/>	Residents Association				
<input type="checkbox"/>	Mentor Program				
<input type="checkbox"/>	Monthly Development Newsletter				
<input type="checkbox"/>	Virtual Bowling/Golf League				
<input type="checkbox"/>	Monthly Activities Program				
<input type="checkbox"/>	Neighborhood Watch Program				
<input type="checkbox"/>	Neighborhood Stabilization Program				
<input type="checkbox"/>	Other:				
<input type="checkbox"/>	Other:				
<input type="checkbox"/>	Other:				

LEVEL 2 SERVICES = 0.5 Points per Service				
Tenant Investment Plan Services & Description				
Service	Brief Description of Service	On-Site/ Off-Site	Distance from Development	Service Provider
<input type="checkbox"/>	Financial Literacy			
<input type="checkbox"/>	Computer Training			
<input type="checkbox"/>	Credit Counseling			
<input type="checkbox"/>	Nutrition Classes			
<input type="checkbox"/>	Exercise Classes			
<input type="checkbox"/>	Resume Building			

<input type="checkbox"/>	GED/Adult Education				
<input type="checkbox"/>	Art Classes				
<input type="checkbox"/>	Food Cultivation or Preparation				
<input type="checkbox"/>	Sports League				
<input type="checkbox"/>	Tax Preparation Assistance				
<input type="checkbox"/>	Medicaid Waivers				
<input type="checkbox"/>	Animal Therapy				
<input type="checkbox"/>	Employment Services				
<input type="checkbox"/>	Meals on Wheels				
<input type="checkbox"/>	HIV Counseling, Testing & Education				
<input type="checkbox"/>	Family Caregiver Support Program				
<input type="checkbox"/>	Symptom Management				
<input type="checkbox"/>	Other:				
<input type="checkbox"/>	Other:				
<input type="checkbox"/>	Other:				

LEVEL 3 SERVICES = 1 Points per Service				
Tenant Investment Plan Services & Description				
Service	Brief Description of Service	On-Site/ Off-Site	Distance from Development	Service Provider
<input type="checkbox"/>	Transportation			
<input type="checkbox"/>	Parenting Classes/ Early Childhood Development			
<input type="checkbox"/>	Light Housekeeping			
<input type="checkbox"/>	Outpatient Rehab			

<input type="checkbox"/>	Physical Therapy				
<input type="checkbox"/>	Medication Delivery				
<input type="checkbox"/>	Home Healthcare				
<input type="checkbox"/>	Dental Services				
<input type="checkbox"/>	Assisted Living				
<input type="checkbox"/>	Alzheimer's Care				
<input type="checkbox"/>	Vocational Rehab Services				
<input type="checkbox"/>	Adult Daycare/Eldercare				
<input type="checkbox"/>	Substance Abuse Treatment				
<input type="checkbox"/>	Case Manager				
<input type="checkbox"/>	TIP Coordinator				
<input type="checkbox"/>	Utility Assistance				
<input type="checkbox"/>	Other:				
<input type="checkbox"/>	Other:				
<input type="checkbox"/>	Other:				

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
TEN PERCENT (10%) LETTER**

Independent Auditors' Report

Date: [REDACTED]

To: Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204

And

(the "Owner")
(Street)
(City, State, Zip Code)

RE: BIN: [REDACTED]

We have audited the accompanying Certification of Costs Incurred ("Exhibit [REDACTED]") of the Owner for (the "Development") as of [REDACTED], 20[REDACTED]. Exhibit [REDACTED] is the responsibility of the Owner's management. Our responsibility is to express an opinion on Exhibit [REDACTED] based on our audit.

Also, in the process of our audit, we have received a copy of and we are familiar with:

1. The completed Application for a Conditional Reservation of 20 [REDACTED] Credits and related package dated [REDACTED], 20 [REDACTED] (the "Initial Application"), submitted to the Indiana Housing and Community Development Authority (the "IHCDA") for the purpose of requesting, in connection with the captioned development (the "Development"), a reservation of rental housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether Exhibit [REDACTED] is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in Exhibit [REDACTED]. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of Exhibit [REDACTED]. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Exhibit [REDACTED] was prepared in conformity with the accounting practices prescribed by the Internal Revenue Service under the accrual method of accounting and by the Indiana Housing and Community Development Authority (the "Authority"), which is a comprehensive basis of accounting other than generally accepted accounting principles.

In our opinion, Exhibit [REDACTED] referred to above presents fairly, in all material respects, costs incurred for the Development as of [REDACTED], 20 [REDACTED], on the basis of accounting described above.

In addition to auditing Exhibit [REDACTED] we have, at your request, performed certain agreed-upon procedures, as enumerated below, with respect to the Development.

These procedures, which were agreed to by the Owner and the Authority, were performed to assist you in determining whether the Development has met the 10% test in accordance with Internal Revenue Code Section 42(h)(1)(E) and Treasury Regulation Section 1.42-6. These agreed-upon procedures were performed in accordance with standards established by the American Institute of Certified Public



Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representations regarding the sufficiency of the procedures below either for the purpose for which this report has been requested or for any other purpose.

We performed the following procedures:

- We calculated, based on estimates of total development costs provided by the Owner, the Development's total reasonably expected basis, as defined in Treasury Regulation Section 1.42-6, to be \$ [REDACTED] as of [REDACTED], 20 [REDACTED]. (Figure 1.)
- We calculated the reasonably expected basis incurred by the Owner as of [REDACTED], 20 [REDACTED] to be \$ [REDACTED]. (Figure 2.)
- We calculated the percentage of the development fee incurred by the Owner as of [REDACTED], 20 [REDACTED] to be [REDACTED]% of the total development fee. (Figure 3.)
- We compared the reasonably expected basis incurred as of [REDACTED], 20 [REDACTED] (Figure 2.) to the total reasonably expected basis of the Development ("Figure 1.), and calculated that [REDACTED]% had been incurred as of [REDACTED], 20 [REDACTED].
- We determined that the Owner uses the accrual method of accounting, and has not included any construction costs in carryover allocation basis that have not been properly accrued.
- Based on the amount of total reasonably expected basis listed above (Figure 1.), for the Owner to meet the 10% test in accordance with Internal Revenue Code Section 42(h)(1)(E) and Treasury Regulation Section 1.42-6, we calculated that the Development needed to incur at least \$ [REDACTED] of costs prior to [REDACTED], 20 [REDACTED]. As of [REDACTED], 20 [REDACTED], costs of at least \$ [REDACTED] had been incurred, which is approximately [REDACTED]% of the total reasonably expected basis of the Development.

We were not engaged to, and did not; perform an audit of the Owner's financial statements or of the Development's total reasonably expected basis. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of the Owner and for filing with the Authority and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

City, State

[REDACTED], 20 [REDACTED]

Very truly yours,

(Name of CPA Firm)

By: _____
Its Duly Authorized Representative



**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
RENTAL HOUSING TAX CREDIT (RHTC) PROGRAM**

**OWNER/TAXPAYER CERTIFICATION OF 10% EXPENDITURE
CALCULATION OF 10% EXPENDITURE
(as of _____, 20____)**

EXHIBIT A

	Reasonably Expected Basis ¹	Accumulated Basis ²
1. Acquisition Costs		
i. Land Purchase		
ii. Existing Building		
iii. Title Insurance		
iv. Survey Costs		
v. Reporting Fees		
vi. _____		
Acquisition Total		
2. Construction/Rehabilitation		
i. Excavation		
ii. Off-Site Improvements		
iii. Foundations		
iv. Construction Labor		
v. _____% of Builder's Overhead/Profit		
iv. _____		
Construction/Rehab Total		
3. Construction Materials		
i. Installed		
ii. Stored On-Site		
iii. _____		

Construction Materials Total		

4. Accounting/Legal Fees		
i. Attorney		
ii. Accountant		
Accounting/Legal Fees Total		
5. Architectural & Other Professional Fees		
i. Architect Fees		
ii. Engineering Services		
iii. Environmental Services		
iv. Appraisal Fees		
v. Market Study Fees		
Architectural/Prof. Fees Total		
6. Construction Financing		
i. Land Financing		
ii. Construction Loan		
iii. _____		
Construction Financing Total		
7. Development Fees Categories		
i. _____		
ii. _____		
iii. _____		
iv. _____		
v. _____		
8. Other		
i. _____		
Development Fees Total		
GRAND TOTAL:	(A)	(B)

¹As of the end of the second calendar year succeeding the allocation year. "Basis" means the adjusted basis of land and depreciable property, whether or not such amounts are included in the eligible basis.

²Owner/Taxpayer estimated incurred basis in the Development as of _____, 20____ (but in any event no later than 6 months from the execution date of the Carryover Agreement).

10% Basis Calculation:

(B) divided by (A) x 100 = _____%

(Accumulated Basis) (Reasonably Expected Basis)



OWNER/TAXPAYER CERTIFICATION

DEVELOPMENT NAME:

BIN#

The undersigned , (the "Owner/Taxpayer") hereby certifies to the Indiana Housing and Community Development Authority (the "Authority") that the amounts shown in the Worksheet for Calculation of 10% Expenditure section above and the documentation submitted in verification thereof are true and correct, and that the Owner/Taxpayer anticipates expending more than 10% of the Owner/Taxpayer's reasonably expected basis in the above project, as required by Section 42 of the Internal Revenue Code (the "Code") and the applicable Treasury Regulations promulgated thereunder (the "Regulations").

I UNDERSTAND THAT REVIEW AND APPROVAL BY THE AUTHORITY OF THE CERTIFICATION OF 10% EXPENDITURE IS NOT BINDING UPON THE INTERNAL REVENUE SERVICE AND DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY FROM THE AUTHORITY TO THE OWNER/TAXPAYER THAT THE 10% REQUIREMENT HAS BEEN OR WILL BE MET OR THAT ALL BASIS ITEMS HAVE BEEN PROPERLY INCLUDED FOR FEDERAL TAX PURPOSES, AND THAT THE BURDEN OF COMPLIANCE WITH THE CODE AND THE REGULATIONS IS THE RESPONSIBILITY OF THE OWNER/TAXPAYER.

The undersigned represents and warrants that he/she has the power to execute, deliver and accept the terms of this Agreement, to enter into the transactions contemplated by this Agreement, and that the acceptance and performance of this Agreement have been duly authorized by all necessary and proper corporate and other action.

OWNER/TAXPAYER:

BY: _____

Signature

Type/Print Name & Title

Date: , 20 .

IHCDA Use Only
Date:



RELATED PARTY FEES DISCLOSURE FORM

I, (Authorized Signatory of Ownership) _____, as (position held) _____, of (Ownership Entity) _____, do hereby confirm the following are the projected Related Party Fees with regard to the Applicant, Developer, Contractor, Management Agent, Land Owner(s) and Development Team members for (name of project) _____.

Other than the fees shown below there will be no other Related Party fees for this project.

Fee	Recipient	Relationship	Amount/Proceeds
Developer Fee			
General Contractor Fee			
Management Fee			
Sale of Land			
Sale of Property			
Architect Fee			
Engineering Fee			
HPB Consultant Fee			
Attorney Fees			
Accounting Fees			
Other:			
Other:			
Other:			

If there are no Related Party Fees, please place an "X" here.	
---	--

Owner Authorized Signatory _____ **Date** _____

Printed Name _____

Request for Project-Based Rental Assistance*

**Requests are only available to supportive housing projects that completed the Indiana Supportive Housing Institute and qualify for either the Housing First set-aside of the QAP or for the integrated supportive housing points in the QAP*

1) Indiana Supportive Housing Institute Team

Describe the composition of the institute team, explaining the role of each team organization (500 words or less) [Click here to enter text.](#)

2) Experience

Describe the team's experience with owning and managing affordable housing projects, specifically with providing rental assistance and supportive services to individuals and families experiencing homelessness. [Click here to enter text.](#)

If you own and/or manage other affordable housing projects provide a list with the following information: Name of property, address, years owned, funding sources, total number of units, number of assisted units, unit bedroom size(s), and incomes served (2000 words or less). [Click here to enter text.](#)

3) General Unit Information

Total number of units: [Click here to enter number of units.](#)

Number of units for which IHEDA project-based rental assistance is requested: [Click here to enter number of units.](#)

Percentage of units for which IHEDA project-based rental assistance is requested: [Click here to enter percentage.](#)

Do any other units in the project receive (Section 8) Housing Choice Voucher Rental Assistance? Choose an item.

If yes, how many units: [Click here to enter number of units.](#)

Does the project receive rental assistance of any kind through any other agency? Choose an item.



If yes, please describe type of assistance and number of units covered under the assistance: [Click here to enter text.](#)

How many units are 504 accessible units? [Click here to enter number of units.](#)

Of those how many are for sensory impaired? [Click here to enter number of units.](#)

4) De-concentrating Poverty

Project Basing may not be located in areas of minority concentrations or in neighborhoods in which substandard dwelling or other undesirable conditions predominate. Describe any recent changes in the project's location in poverty percentage, new "market rate" development, economic revitalization etc. Chapter 17, Section II.G of IHCD's Housing Choice Voucher Administrative Plan provides further information on the requirement (http://www.in.gov/ihcda/files/Admin_Plan_2014.pdf). (750 words or less):

If this project requires a waiver of the deconcentration rule, that request must be approved prior to the final award of Project Based Vouchers. A copy of the formal waiver request to HUD must be submitted with this application.

5) What are the incomes served (adjusted for family size):

Percent of Area Medium Income	Number of Total Units	Number of proposed Sec 8 Project Based Subsidies
< 30%	Number of units.	Number of subsidies.
< 40 %	Number of units.	Number of subsidies.
< 50 %	Number of units.	Number of subsidies.
< 60%	Number of units.	Number of subsidies.
> 60%	Number of units.	Number of subsidies.
Total	Number of units.	Number of subsidies.

6) Populations Served:

Describe the special needs target population to be served. (500 words or less)
[Click here to enter text.](#)



Is the project 100% supportive housing or integrated supportive housing? Choose an item.

If integrated, what % is supportive housing? [Click here to enter %](#).

7) Please explain the need for the Project Based Housing Choice Vouchers (500 words or less):

[Click here to enter text.](#)

8) Number of vouchers requested:

Unit Size	Vouchers Requested	Requested Rent	Unit Type Breakdown (provide # of each different type of unit ex. townhouse, high rise, etc.)
0 BR	#	\$Rent	Unit Breakdown.
1 BR	#	\$ Rent	Unit Breakdown.
2 BR	#	\$ Rent	Unit Breakdown.
3 BR	#	\$ Rent	Unit Breakdown.
4 BR	#	\$ Rent	Unit Breakdown.
Total	#	\$ Rent	Unit Breakdown.

Utility	Fuel Type (Gas or Electric)	Who is responsible for paying bill? Owner or Tenant	Utility	Who is responsible for paying bill/ supplying the appliance? Owner or Tenant
Heating	Fuel Type	Choose	Trash Removal	Choose
Cooking	Fuel Type	Choose	Air Conditioning	Choose
Water Heating	Fuel Type	Choose	Other (specify)	Choose
Other Electric		Choose	Who will provide the below appliances Owner or Tenant?	
Water		Choose	Range	Choose
Sewer		Choose	Refrigerator	Choose

9) PHA Jurisdiction

Is the project located outside the jurisdiction of the IHCD's HCVP? A map of IHCD's HCVP can be found on the program's website at <http://www.in.gov/ihcda/2333.htm#Port>. If so, what is the name of the Housing Authority who governs the jurisdiction where the project is located?

If a proposed project falls within a municipality in which a local housing authority is located or within a municipality contiguous to a municipality in which a local housing authority is located, then a letter must be submitted to IHCD from the local housing authority operating in that location which states the local public housing authority cannot provide the vouchers and that IHCD is allowed to administer the project based program within the jurisdiction in accordance with the IHCD administrative plan. Upon signing of the HAP contract, a formal MOU with the local Housing Authority will be required.

10) Lease Plan:

Describe the plan to lease the units (500 words or less): [Click here to enter text.](#)

11) Occupancy Contingency Plan

If the project encounters difficulty serving the target population, describe what additional steps will be taken to insure this project serves the target population described in the IHCD Administrative Plan (500 words or less): [Click here to enter text.](#)

12) Regulatory Compliance

Is the applicant barred from receiving IHCD or Federal Funds? [Choose an item.](#)

If so, describe: [Click here to enter text.](#)

Has the applicant received any IHCD or HUD findings with this or any other project? [Choose an item.](#)

If so, describe what actions were taken in regards to the findings (500 words or less): [Click here to enter text.](#)

13) Certification

I hereby certify that all information stated herein, as well as any information provided in an attachment herewith, is true and accurate.



18 U.S.C. § 1001, “Fraud and False Statements,” provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Authorized Signature _____

Printed Name and Title: [Click here to enter name and title.](#)

Date: [Click here to enter date.](#)



Required Attachments:

1. If occupied, please provide the current tenant rent roll, with current resident incomes and rents paid, including utilities if any.
2. Provide a copy of Form HUD-2880 Standard Disclosure and Perjury Statement, Identity of Interest Statement.
3. Show documentation that the current project rents are at or below the Fair Market Rents (FMR) for your area. Include number of units at or below FMR and number of units above FMR.
4. Will this request for project based vouchers create displacement of residents permanently or for a short period of time? **Choose an item.** If yes please include a copy of your relocation plan. The plan must meet HUD guidelines. Also, explain how relocation will be funded.
5. Identify all principal participants in your organization (i.e. Owner, Management Company, Service Provider). For each principal participant provide name, address, telephone number, fax, email. Include a written certification that each principal participant (officers, members, shareholders, directors, board members investors or any person with substantial interest) is not on the U.S. General Services list of excluded parties.

