This form may not be submitted until Owner has submitted a Notice of Intent and received a Determination of Eligibility stating the Project is eligible to submit a Qualified Contract Request.

1. **Owner Information:**

Owner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(*If Owner’s Physical Address is different from the Mailing Address, provide the physical address below)***

Owner Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is Owner in good standing with the Tennessee Secretary of State? [ ]  Yes [ ]  No

1. **Name and Address of Project (the “Project”):**

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THDA TN#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Management Company:**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is Management Company in good standing with the Tennessee Secretary of State? [ ]  Yes [ ]  No

Is Management Company in good standing with the Tennessee Secretary of State? [ ]  Yes [ ]  No

1. **Project Details:**
	1. Unit Type

[ ]  Apartments [ ]  Townhomes [ ]  Single Room Occupancy

[ ]  Detached [ ]  Semi-detached [ ]  Single Family Dwelling

[ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Total number of buildings in the Project:
	2. Tenant Population – Describe any targeted populations, such as elderly, homeless, special needs, large families, etc. (Indicate type, percentage, and number of units).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Required Information, Documents, and Materials.** The following information, documents, and materials must be included with this completed and executed Qualified Contract Request form for the Qualified Contract Request to be considered complete:
	1. **Annual Tax Returns -** copies of annual federal tax returns filed with the IRS by Owner on behalf of the Project for each year starting with the placed in service year through the current year (the “Request Period”);
	2. **Annual Audited Financial Statements**  **-** copies of audited financial statements prepared on behalf of the Owner of the Project for each year during the Request Period;
	3. **Loan Documents for all Secured Debt**  **-** copies of all loan documents and debt instruments associated with the Project;
	4. **Partnership Agreements & Syndications Agreements –** all such agreements associated with the Project;
	5. **Certificates of Existence/Good Standing -** original certificates of existence/good standing from the Tennessee Secretary of State, and, if applicable, the Secretary of State for the state of formation, for the Owner and Management Company dated no more than thirty (30) days prior to the date of this Qualified Contract Request;
	6. **Other Documentation -** any other documentation that THDA determines, in its sole discretion, is needed to determine the Qualified Contract Amount for the Project, including, but not limited to:
		1. Name, phone number, and email address of contact person for an on-site physical inspection;
		2. A copy of the Warranty Deed and legal description;
		3. Survey of the site;
		4. Agreements of Sale/Options to Buy (current or during last three years), if applicable;
		5. Detailed construction costs, if construction during the past three years;
		6. Complete set of plans and specs;
		7. A copy of ground lease, if applicable;
		8. A copy of PILOT agreement, if applicable;
		9. Environmental audits and/or assessment studies disclosing any wetlands, hazardous wastes or other environmental conditions such as asbestos or radon;
		10. Income and expense data for the real estate to be appraised for the past three years plus year-to-date. Expense data to include taxes, annual insurance premiums, repairs and maintenance, landscaping, and any other expenses directly related to the property being appraised;
		11. Proforma operating budget;
		12. Recent capital improvements and corresponding costs, if applicable;
		13. Rent roll showing tenant name, apartment number, dates of leases and the type of apartment (BR/BA), income restriction (50%/60%/Market, etc.), current asking rents for each unit, and contractual rent for each apartment unit. Please sign and date the rent roll;
		14. Scaled apartment unit plans showing layouts and measurements, if available;
		15. Copies of leases and/rent roll for leased commercial space, if applicable;
		16. Personal property inventory, if available;
		17. List of utilities included in the base rent (i.e., electricity, gas, water, sewer, trash collection);
		18. Schedule of sources and uses;
		19. Utility allowance schedule;
		20. Copy of the market study submitted for tax credit application; and
		21. Any other information, documentation, and materials as requested and deemed necessary by THDA in its sole discretion.
2. **Certification.**

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

* I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Owner identified above and, as such, I am duly authorized to submit this Qualified Contract Request on behalf of the Owner and all constituent components of the Owner to induce the Tennessee Housing Development Agency (“THDA”) to determine the Qualified Contract Amount, to seek a Qualified Contract, and to continue the Qualified Contract process for the Project;
* I have personal knowledge regarding the Project and I am familiar with the requirements related to the Qualified Contract process as set forth in the THDA Low-Income Housing Credit Program Qualified Contract Process Guidelines (the “QCP Guidelines”), Section 42 of the Internal Revenue Code of 1986, as amended (“Section 42”), and the U.S. Treasury Regulations promulgated in connection therewith (the “Regulation”);
* Tennessee Code Annotated, Section 13-23-133, makes it a Class E felony for any person to knowingly make, utter or publish a false statement of substance for the purpose of influencing THDA to allow participation in any of its programs, including the Low-Income Housing Credit Program. The statements contained in this Qualified Contract Request, together with all materials and documentation attached thereto are statements of substance made for the purpose of influencing THDA to allow the Owner and the Project to participate in the Qualified Contract process as specified in the QCP Guidelines;
* The information contained in this Qualified Contract Request and in all attachments, documents, materials and exhibits submitted in connection with the Qualified Contract Request and Qualified Contract Process is true, correct, and complete to the best of Owner’s knowledge and belief and contains no misstatements or misleading information;
* Since the time the Project was placed in service, it has been operated as a “qualified low-income project”, as defined in Section 42 and the Regulations;
* There is no action, suit, or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending against Owner or the Project, or to the knowledge of Owner, threatened against or affecting Owner or the Project;
* All required consents have been received from all lenders, syndicators, constituent components of Owner or others who may have a right to consent to submission of this Qualified Contract Request Certification and this Qualified Contract Request or to seek a Qualified Contract;
* All required notices have been delivered to all lenders, syndicators, constituent components of Owner or others who may have a right to receive notice regarding the submission of this Qualified Contract Request to seek a Qualified Contract;
* All of the certifications made by or on behalf of Owner in the Notice of Intent previously submitted to THDA remain true and correct as of the date of the Qualified Contract Request and remain in full force and effect and are hereby merged into this Qualified Contract Request by this reference;
* Neither THDA nor any of its directors, officers, employees, and agents shall be responsible or liable for any representations made in connection with administering the Low-Income Housing Credit Program, including without limitation, in connection with this Qualified Contract Request and the Qualified Contract process. The Owner and all constituent components of the Owner hereby assume the risk of all damages, losses, costs, and expenses related, directly or indirectly, to this Qualified Contract Request and the Qualified Contract process and agree to indemnify and save harmless THDA and all of its directors, officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses (including all court costs and attorney’s fees) of any kind and any nature that THDA may hereinafter suffer, incur, or pay arising out of, directly or indirectly resulting from, or relating to THDA’s acceptance, consideration, approval or disapproval of this Qualified Contract Request or any actions by THDA in connection with the Qualified Contract process;
* Owner shall cooperate with THDA with respect to providing information and access to the Project and shall otherwise cooperate as THDA deems necessary to facilitate consideration of the Notice of Intent or the Qualified Contract process;
* THDA has no obligation to evaluate the Qualified Contract Request unless and until all required information, materials, and fees are provided to THDA as required under the QCP Guidelines;
* All materials and documentation supplied to THDA in connection with this Qualified Contract Request or in connection with the Qualified Contract process are subject to public disclosure as a “public record or records”. This includes, but is not limited to, all financial information and tax returns;
* THDA may, at its discretion, request, and Owner shall provide upon request, additional information and/or documentation THDA deems necessary, in its sole discretion, in its evaluation of this Qualified Contract Request, in determining the Qualified Contract Amount, in connection with marketing the Project, and in seeking a Qualified Contract or otherwise in carrying out the Qualified Contract process;
* THDA will determine the Qualified Contract Amount as outlined within the QCP Guidelines;
* THDA may charge Owner, and Owner shall pay upon request, fees for services THDA determines are necessary, in its sole discretion, in evaluating this Qualified Contract Request, including, without limitation, fees charged by accountants, attorneys, appraisers, realtors and others as needed in determining the Qualified Contract Amount, in connection with marketing the Project, in seeking a Qualified Contract, or otherwise in carrying out the Qualified Contract process;
* The One-year Period, as defined in the QCP Guidelines, begins when THDA determines it has received a complete Qualified Contract Request, along with all requisite documentation and material needed to determine the Qualified Contract Amount, but it may be suspended or terminated, in THDA’s sole discretion, as provided in the QCP Guidelines;
* Access to the Project shall be granted to THDA, any prospective purchasers, and to persons or entities performing services on behalf of THDA as THDA may request;
* Any misrepresentations or misstatements in any materials or documentation submitted to THDA to induce THDA to approve this Qualified Contract Request, to determine the Qualified Contract Amount, to market the Project, or to undertake the Qualified Contract process may result in rejection of this Qualified Contract Request, termination of the One-year Period, a bar on future participation in the Low-Income Housing Credit Program, notification to the Internal Revenue Service, or any other actions THDA may be legally entitled to take;
* All documentation and materials submitted by the Owner in connection with this Qualified Contract Request, determining the Qualified Contract Amount, marketing the Project, seeking a Qualified Contract, or in connection with the Qualified Contract process may be shared with prospective purchasers, real estate brokers and other interested parties and summary data regarding the Project may be posted on THDA’s website or other websites as determined by THDA, in its sole discretion;
* Owner shall continue to operate the Project as a “qualified low-income project,” as defined in Section 42 and the Regulations, unless and until the One-year Period expires, without being terminated, without an offer from a perspective buyer to purchase the Project for an amount equal to or greater than the Qualified Contract Amount.

IN WITNESS WHEREOF, the undersigned does hereby execute this Qualified Contract Request and Certification as of the date notarized below.

**OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

 **(SIGNATURE)**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(PRINT NAME)**

**ITS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(TITLE)**

STATE OF ) COUNTY OF )

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

 by herself/himself as . Witness my hand and seal, at office, this day of , 2020.

 Notary Public

My Commission Expires:

**PLEASE RETURN THIS FORM AND ALL REQUIRED WORKSHEETS AND DOCUMENTATION TO PROGRAM COMPLAINCE MANAGER, MULTIFAMILY PROGRAMS DIVISION, TENNESSEE HOUSING DEVELOPMENT AGENCY, 3RD FLOOR, 502 DEADERICK STREET, NASHVILLE, TN 37243**

**ALL QUESTIONS SHOULD BE DIRECTED TO TNCOMPLIANCE@THDA.ORG**