



Qualified Contract Process Owner Certification

I certify the information contained in this New Hampshire Housing Finance Authority Qualified Contract Request (Request), and in any attachments and exhibits in support thereof, is true, correct, and complete. I agree that New Hampshire Housing Finance Authority ("the Authority") or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Housing Tax Credit Program; therefore, I assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and hold harmless the Authority and any of its directors, officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and any nature that the Authority may hereinafter suffer, incur, or pay arising out of its decision concerning this Request.

I understand and agree that the submission of this Request will not commence the one-year period during which the Authority may offer a contract and that the one-year period will not begin until the Authority and the Owner have agreed to the qualified contract price in writing.

I understand that all of the information submitted with this Request may be shared with prospective purchasers, real estate brokers and agents of the Authority and summary information and pictures may be posted on the Authority's website.

I certify that I will reasonably cooperate with the Authority and its agents with respect to the Authority's efforts to present a qualified contract for the purchase of the Development. I understand that prior to the presentation of a qualified contract, I may need to share development "due diligence" with the Authority and with prospective purchasers, including but not limited to, additional rent rolls, project tax returns, income certifications and other Section 42 compliance records, records with respect to repair and maintenance of the Development, operating expenses and debt service. I will also share with the Authority at its request, the documents and other information that were used to prepare the Certification of Qualified Contract Price. I also agree to allow the Authority, its agents, and prospective purchasers to visit and inspect the Development, including representative apartment units.

I agree to notify the Authority of any potential purchasers and offers to purchase. I understand that if a prospective purchaser, willing to present an offer to purchase the Development for an amount equal to or greater than the qualified contract price, is found, I agree to enter into a commercially reasonable form of earnest money agreement or other contract for sale of the Development which will allow a prospective purchaser a reasonable period of time to undertake additional, customary due diligence prior to closing the purchase. I understand that once the Authority presents a qualified contract to the owner, the possibility of terminating the extended use period is removed forever and the property remains bound by the provision of the Land Use Restriction Agreement.

By: _____
(Signature of Owner)

Title: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

I, the undersigned, a notary public in and for said County, in said State, do hereby certify that _____, whose name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public/Justice of the Peace
(Seal, if any)

My Commission Expires: _____