

Qualified Contract Request Acknowledgements
[Revision Effective April 2021]

The undersigned hereby acknowledges that:

1. The guidelines for the Low Income Housing Tax Credit (LIHTC) Qualified Contract process provided by IHCD to development owners, including sections herein regarding Qualified Contract price determinations, are provided only for convenience. Completion of the guidelines in no way guarantees eligibility for the Qualified Contract provision or ensures that the Qualified Contract price has been computed in accordance with the Internal Revenue Code (IRC) requirements. Any notations herein describing IRC requirements are offered only as general guides and not as legal or accounting advice.
2. For purposes of reviewing the submission, IHCD is entitled to rely upon the representation of the undersigned as to all of the calculations regarding the determination of the Qualified Contract price of the development. Acceptance into the Qualified Contract process based upon such representations in no way imposes responsibility on the IHCD for the correctness of the representations or their compliance with IRC requirements.
3. IHCD offers no advice, opinion or guarantee that the owner will qualify for the Qualified Contract process.
4. The submission requirements for the Qualified Contract process and the terms of such process are subject to change at any time by federal or state law, by federal, state or IHCD regulations, or by other binding authority.
5. Owner represents and warrants to the IHCD that it has the necessary authority to execute this submission on behalf of itself and the Development and to engage in all acts necessary to consummate this submission. Owner further represents and warrants to IHCD that the signatories hereof have been duly authorized, and this submission shall be a valid and binding act of the owner, and the submission shall be enforceable according to its terms.
6. Owner represents and warrants to IHCD that it will take any and all action necessary to ratify, confirm, and comply with the terms and conditions of this submission.
7. By submitting a request for the qualified contract provision, owner agrees to sell the development for the Qualified Contract price or an amount agreed upon by the parties involved as part of this process.

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Further, the undersigned hereby certifies that:

- a. All factual information provided herein or in connection herewith is true, correct and complete, and all estimates are reasonable;
- b. It shall promptly notify IHCD A of any corrections or changes to the information submitted to IHCD A in connection with this request upon knowledge of same;
- c. It will at all times indemnify, defend and hold harmless IHCD A against claims, losses, costs, damages, expenses and liabilities of any nature (including, but not limited to, attorney fees to enforce the indemnity rights herein) directly or indirectly resulting from, arising out of, or relating to IHCD A's acceptance, consideration, approval or disapproval of this Qualified Contract request;
- d. Owner hereby authorizes IHCD A and its successors, affiliates, agents and contractors to utilize any photograph, picture, or other medium (collectively "photographs") of the property covered by this submission, without limitation, in any and all matters, publications, or endeavors, commercial or noncommercial, undertaken directly or indirectly by IHCD A at any time on or after the date of this submission. Owner understands the following: (1) it is relinquishing any and all ownership rights in any such photographs to IHCD A; and (2) it is relinquishing any and all legal rights that it may presently or hereafter have, directly or indirectly, to challenge, question or otherwise terminate the use of the photographs by IHCD A;
- e. DISSEMINATION OF INFORMATION and AGREEMENT TO RELEASE AND INDEMNIFY. The undersigned for and on behalf of itself, the Development, Owner, and all participants in the development, together with their respective officers, directors, shareholders, members, partners, agents, representatives, and affiliates, understands, acknowledges and agrees that the Letter and its accompanying submissions is and shall be available for dissemination and publication to the general public.

As additional consideration for IHCD A's review of its request for Credits, the Owner does hereby release IHCD A and its directors, employees, attorneys, agents, and representatives of and from any and all liability, expense (including reasonable attorney fees) costs and damage that the Owner may, directly or indirectly, incur due to such dissemination or publication. Owner hereby agrees to hold harmless IHCD A from any and all such liability, expense, costs or damage.

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ACKNOWLEDGMENT OF OWNER

Under penalties of perjury, I/we certify that the information and representations presented in this request are true and accurate to the best of my/our knowledge. The undersigned further understands that providing false information or representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the Qualified Contract process, in addition to other legal recourse.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on this _____ day of _____, _____.

OWNER

Signature: _____

Printed Name: _____

Title (if applicable): _____

STATE OF INDIANA)

)SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, [the _____ of _____ ("Owner")] and, being duly sworn, acknowledged the execution of the foregoing agreement was his or her voluntary act and deed [on behalf of Owner], and stated that any representations contained therein were true and correct.

Witness my hand and Notarial Seal this _____ day of _____, _____.

County of Residence:

Notary Public

Commission Expires:

Printed Name