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. **Project Details:**
   1. Total number of buildings in the Project:
   2. Date that each building was placed in service and the first year in which credits were claimed:

***(Please list information on additional buildings on an attachment.)***

|  |  |  |
| --- | --- | --- |
| **Building Identification No. (BIN)** | **Placed In Service Date** | **1st Year Credits Claimed** |
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| **Building Identification No. (BIN)** | **Placed In Service Date** | **1st Year Credits Claimed** |
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* 1. Does the Project contain market rate units?  Yes  No
  2. Does the partnership agreement or any other legal documentation grant a right of first refusal to a nonprofit entity or any other person or entity?  Yes  No

If yes, provide information on the individual or entity holding such right:

Name: Address 1:

Address 2: City, State, ZIP: Phone Number:

* 1. Has the compliance period been extended in the Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits (“LURC”)?  Yes  No
  2. Does the Project have any affordability restrictions in addition to the LURC?  Yes  No

If yes, check the restrictions below:

HOME

HUD

National Housing Trust Fund

Tax Exempt Bonds

THDA Competitive Grants

USDA Rural Development

Other:

1. **Required Documents and Materials.** The following documents and materials must be included with this completed and executed Notice of Intent form for the Notice of Intent to be considered complete:
   1. Fully executed and notarized Notice of Intent form;
   2. Nonrefundable processing fee in the amount of $300 paid to THDA by wire transfer using these instructions:

ABA: 064000059

BNF: THDA Clearing Account

BNF A/C: 151203673398

BNF ADDDRESS: Andrew Jackson Bldg. 3rd Floor

502 Deaderick Street

Nashville, TN 37243

OBI: Tax Credit/Bond Application Fees + TN ID Number(s) and Development Name(s)

* 1. A copy of the recorded LURC and all recorded amendments to the LURC;
  2. IRS Form 8609, with Part II completed, and Schedule A for each building in the Project as submitted to the Internal Revenue Service (“IRS”) during the 1st year of the Compliance Period including, for Projects with multiple buildings, the date each building was placed in service and the first year in which it claimed credits;
  3. Documentation of the right of first refusal;
  4. Documentation of any additional affordability restrictions imposed by HUD, USDA, or other federal, local or state funding, if applicable; and
  5. Other documentation and materials as requested and deemed necessary by the Tennessee Housing Development Agency (“THDA”) in its sole discretion.

1. **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 Notice of Intent on behalf of the Owner and all constituent components of the Owner to induce the THDA to commence 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 Notice of Intent, 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 Notice of Intent and in all attachments, documents, materials and exhibits submitted in connection with the Notice of Intent 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 Notice of Intent Certification and the Notice of Intent 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 Notice of Intent to seek a Qualified Contract;
* 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 Notice of Intent 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 Notice of Intent 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 Notice of Intent 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 Notice of Intent 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 Notice of Intent 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 connection with its evaluation of this Notice of Intent and the Qualified Contract process;
* THDA may charge Owner, and Owner shall pay upon request, fees for services THDA determines are necessary, in its sole discretion, in evaluating this Notice of Intent, including, without limitation, fees charged by accountants, attorneys, appraisers, realtors and others as needed;
* 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 Guideline;
* 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 Notice of Intent and to undertake the Qualified Contract process may result in rejection of the Notice of Intent, 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 Notice of Intent 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 Notice of Intent 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 such officer of the bargainor.

Witness my hand and seal, at office, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

Notary Public

My Commission Expires: