

**Public reporting** burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation that must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties.

**Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

**Privacy Act Notice:** The Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of: The National Housing Act, 12 USC 1701 et seq. and the regulations at 24 CFR 5.212 and 24 CFR 200.6; and the Housing and Community Development Act of 1987, 42 USC 3543(a). The information requested is mandatory to receive the mortgage insurance benefits to be derived from the National Housing Act Multifamily Mortgage Insurance Programs (Section 207, Section 220, Section 221(d)(3), Section 221(d)(4), Section 223(a)(7), Section 223(f), and Section 231). This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. No confidentiality is assured.

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Please use the gray shaded areas (e.g., <<example>>) or appropriate check box (e.g., ) for your responses.

**Borrower:** <<Borrower's name here>> \_\_\_\_\_

**Lender:** <<Lender's name here>> \_\_\_\_\_

**Project:** <<name of project here>> \_\_\_\_\_

**Project Location:** <<city and state here>> \_\_\_\_\_

**FHA Number:** <<FHA number here>> \_\_\_\_\_

**Management Agent:** if applicable <<name of Management Agent here {or} N/A if not applicable>> \_\_\_\_\_

**Audit Firm:** if applicable <<name of audit firm here {or} N/A if not applicable>> \_\_\_\_\_

**Existing FHA Lender:** if applicable <<name of existing FHA Lender here {or} N/A if not applicable>> \_\_\_\_\_

**Existing FHA Loan No.:** if applicable <<existing FHA number here {or} N/A if not applicable>> \_\_\_\_\_

**General Contractor:** if applicable <<name of General Contractor here {or} N/A if not applicable>> \_\_\_\_\_

**Architect:** if <<name of Architect here {or} N/A if not applicable>> \_\_\_\_\_

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applicable

**Lender's Broker: if applicable**

<<name of Lender's Broker here {or} N/A if not applicable>>

**Title Company or Title Agent: if applicable**

<<name of Title Company here {or} N/A if not applicable>>

**Appraisal Firm: if applicable**

<<name of Appraisal Firm here {or} N/A if not applicable>>

**Environmental Firm: if applicable**

<<name of Environmental Firm here {or} N/A if not applicable>>

**CNA Firm: if applicable**

<<name of CNA Firm here {or} N/A if not applicable>>

**Seller: if applicable**

<<name of Seller here {or} N/A if not applicable>>

**Intent to participate in and claim tax credits under Low Income Housing Tax Credit Program:**

**Applicable**       **Not applicable**

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### **Part I. Program**

- Section 207**
- Section 220**
- Section 221(d)(3)**
- Section 221(d)(4)**
- Section 223(a)(7)**
- Section 223(d)**
- Section 223(f)**
- Section 231**
- Section 241**

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### **Part II. Application for Project Mortgage Insurance**

The undersigned Borrower certifies that it is familiar with the provisions of <<**insert program name from Part I here**>> of the National Housing Act and the regulations of the Secretary of Housing and Urban Development ("HUD") applicable thereto and that, to the best of its knowledge and belief, the Borrower has complied, or will be able to comply, with all of the requirements thereof that are prerequisite to insurance of the mortgage under such section of the National Housing Act.

The Borrower further certifies that to the best of its knowledge and belief no information, data, exhibits, or attachments provided to the Lender or HUD, are in any way false or incorrect and

that they are truly descriptive of the project or property that is intended as the security for the proposed mortgage and that any proposed repairs, rehabilitation, or new construction will not violate zoning ordinances or restrictions of record.

The Borrower agrees with HUD that, pursuant to the requirements of the HUD Regulations, (a) neither it nor anyone authorized to act for it will decline to sell, rent, or otherwise make available any of the property or housing in the project to a prospective purchaser or tenant because of his/her race, color, religion, sex, or national origin; (b) it will comply with federal, state, and local laws and ordinances prohibiting discrimination; and (c) its failure or refusal to comply with the requirements of either (a) or (b) shall be a proper basis for HUD to reject requests for future business with which any Principal of the Borrower is identified or to take any other corrective action HUD may deem necessary.

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### **Part III. Byrd Amendment**

The Borrower states, to the best of its knowledge and belief, that: “If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Borrower shall complete and submit *Standard Form-LLL-Disclosure Form to Report Lobbying*, in accordance with its instructions.” Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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### **Part IV. Fair Housing and Civil Rights Certifications**

Borrower hereby assures and certifies that:

1. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Borrower receives federal financial assistance; and shall immediately take any measures necessary to effectuate such assurance. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to Borrower, this assurance shall obligate Borrower, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for the purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2. It shall comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and

activities relating to housing in a manner that affirmatively furthers fair housing and that complies with fair housing poster regulations (24 CFR Part 110).

3. It shall comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination in housing and related facilities provided with federal financial assistance on the basis of race, color, creed, national origin or sex, and regulations pursuant thereto (24 CFR Part 107).

4. In establishing the criteria for the selection of tenants, Borrower shall not utilize preferences or priorities which are based upon the length of time the applicant has resided in the jurisdiction. Borrower shall treat nonresidents who are working or have been notified that they are hired to work in the jurisdiction as residents of the jurisdiction.

5. It shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of such handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. If costs are expended by Borrower in order to design and/or construct improvements to the project for compliance with the Americans with Disabilities Act (42 U.S.C. 12101) (ADA), or in order to make corrections to the project due to noncompliance with the ADA, such costs may be paid from mortgage proceeds or from Borrower's equity.

6. It shall comply with Executive Order 11246 and all regulations issued pursuant thereto (41 CFR Parts 60-61) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts, and shall take affirmative action to ensure equal employment opportunity.

7. It shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and regulations pursuant thereto (24 CFR Part 135) which require that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and that contracts for work be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area (or non-metropolitan county) as the project.

8. It shall comply with the Affirmative Fair Housing Marketing requirements of 24 CFR Part 200, Subpart M and the implementing regulations at 24 CFR Part 108.

9. It shall comply with the requirements of Executive Orders 11625, 12432 and 12138 (Minority and Women-Owned Business Enterprises).

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**Part V. Low Income Housing Tax Credit Participation**

Borrower hereby certifies that its intention to participate, or not to participate, in the Low Income Housing Tax Credit (LIHTC) program as authorized by Section 42 of the Internal Revenue Code with respect to the project, and to claim, or not to claim, tax credits under such program is correctly stated at the beginning of this form. Borrower acknowledges and agrees that participation in the LIHTC program requires special underwriting from HUD, and that it shall immediately notify HUD in writing of any change in Borrower's intention to apply for or claim tax credits under such program.

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**Part VI. Equal Employment Opportunity Certification**

Borrower acknowledges and agrees as follows:

1. Borrower shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the United States Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the United States or borrowed on the credit of the United States pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.

(3) The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the United States Secretary of Labor.

(5) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by HUD and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(7) The contractor shall include the portion of the sentence immediately preceding Section (1) and the provisions of Sections (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Borrower shall be bound by the equal opportunity clause above with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if Borrower is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. Borrower shall assist and cooperate actively with HUD and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor, that it shall furnish HUD and the United States Secretary of Labor such information as they may each require for the supervision of such compliance, and that it shall otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

4. Borrower shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, federal government contracts and federally-assisted construction contracts pursuant to such Executive Order and shall carry out such sanctions and penalties for any violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the United States Secretary of Labor pursuant to Part II, Subpart D of such Executive Order. In addition, Borrower agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant, contract, loan, insurance or guarantee; refrain from extending any further assistance to Borrower under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Borrower; or refer the case to the U.S. Department of Justice for appropriate legal proceedings.

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**Part VII. Credit Authorization.**

Borrower consents to the release of any banking and credit information in connection with the mortgage insurance application with respect to the above referenced project to HUD, the Lender and any contractors engaged by HUD or the Lender in connection with such application.

Borrower also authorizes the Lender to request credit reports from an independent credit reporting agency and agrees to cooperate fully with said independent agency in regard to this matter. The Lender and HUD are also authorized to verify references and depository institutions supplied by the undersigned.

For the purpose of obtaining financing for the project, Borrower further authorizes the Lender to disclose to HUD all financial and other information submitted by Borrower and others in connection with the project, and hereby releases the Lender, its agents, and employees from liability arising from such disclosures to HUD and to other such persons and entities as the Lender deems necessary or appropriate in connection with the project.

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**Part VIII. Identities of Interest.**

Does Borrower have an identity of interest with the following parties or their principals?

	Not Applicable	Yes	No		Not Applicable	Yes	No
Lender:		<input type="checkbox"/>	<input type="checkbox"/>	Appraisal Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management Agent:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Environmental Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CNA Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Contractor:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Architect:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Lender's Broker:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Title Company/Title Agent:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<b>Other:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the questions in this Part VIII is Yes, attach a separate sheet setting forth the nature of each identity of interest. Borrower certifies that, to the best of its knowledge, its answer to each of the questions in this Part VIII, and the information in any such attached sheets, is true and correct.

**Part IX. Borrower's Certification and Acknowledgement of Program Requirements for Reduced Mortgage Insurance Premiums (MIP) for Broadly Affordable Housing, Affordable Housing and Green/Energy Efficient Multifamily Housing.**

{Strike through any inapplicable categories}

**Broadly Affordable Housing**

The Borrower, by signing this certification, agrees to comply with program requirements below and provide independently from this certification the documents necessary for verification by HUD.

To access the broadly affordable MIP of 25bps:

- Borrower certifies that the project has at least 90% of units covered by a Section 8 Project Based Rental Assistance (PBRA) contract or other state or federal rental assistance program contract serving very low income residents, with a remaining term of at least 15 years;

OR

the project has at least 90% of its units covered by an affordability use restriction under the Low



Income Housing Tax Credit program or similar state or locally sponsored program, with rents sized at no greater than 30% of the income eligibility requirement for occupancy under the Low Income Housing Tax Credit program, with achievable and underwritten tax credit rents at least 10% below comparable market rents, with a recorded regulatory agreement in effect for at least 15 years after final endorsement and monitored by a public entity.

### **Affordable Housing**

The Borrower, by signing this certification, agrees to comply with program requirements below and provide documentation independently from this certification for verification of program compliance by HUD on the following:

To access the affordable housing MIP of 35pbs:

- Borrower certifies and has provided evidence of a deed covenant or housing ordinance on “inclusionary zoning” for the subject property to evidence the requirement for affordable unit set-asides under Inclusionary Zoning, Density Bonus Set-asides, and Other Local Affordability Restrictions. A minimum of 10% of the units must be affordable to, at most, a family at 80% AMI, with rents sized to be affordable at 30% of the income at that level. The affordability set-aside must be in effect for at least 30 years after final endorsement of the FHA-insured mortgage, be monitored by competent public authority, and be recorded in a regulatory agreement;

*OR*

Borrower certifies the project has between 10% and 90% of units covered by a Section 8 PBRA contract or other state or federal rental assistance program contract serving very Low Income residents, with a remaining term of at least 15 years;

*OR*

Borrower certifies the project has between 10% and 90% of its units covered by an affordability use restriction under the Low-Income Housing Tax Credit program or similar state or locally sponsored program, with rents sized at no greater than 30% of the income eligible for occupancy under the Low Income Housing Tax Credit program, with a recorded regulatory agreement in effect for at least 15 years after final endorsement and monitored by a public entity.

*OR*

Borrower certifies the project has at least 90 percent of its units covered by an affordability use restriction under the Low Income Housing Tax Credit program or similar state or locally sponsored program, but without the rent advantage required to qualify as Broadly Affordable (achievable and underwritten tax credit rents at least 10 percent below comparable market rents), and with a recorded regulatory agreement in effect for at least 15 years after final endorsement and

monitored by a public entity.

To qualify the project loan for this MIP rate, the Borrower also agrees to accept voucher holders under the Section 8 Housing Choice Voucher program or other federal program voucher holders as residents for vacancies in units not covered by Project Based Section 8, and execute a Rider to the FHA regulatory agreement acceptable to HUD evidencing the Borrower's agreement to accept Section 8 vouchers for the life of the regulatory agreement.

**Green/Energy Efficient Housing – MIP of 25 bps**

The Borrower, by signing this certification, agrees to comply with program requirements below and provide documentation independently from this certification for verification of program compliance by HUD on the following:

To access green/energy efficient housing of 25bps:

- Applicants must follow the instructions and meet the requirements described in Multifamily Accelerated Processing Guide, Chapter 6 (MAP Guide, HUD Guide 4430.G).
- At the time of submission of a complete FHA loan application, the Borrower must evidence that the project has achieved, or the Borrower must certify that it will pursue and achieve certification of the property consistent with an acceptable, independently verified standard for green building from the industry-recognized green program identified as

<<insert the name of industry-recognized green program from the list below>>

After, and in addition to, meeting the selected standard for green building, a minimum score of 75 or better on the 1-100 ENERGY STAR® score, using EPA's Portfolio Manager®, is required and must be verified by the independent conclusion of a qualified energy professional (see MAP Guide 6.3 and 6.4.1). The required Portfolio Manager® report is the Statement of Energy Performance (SEP).

<i>List of Industry-Recognized Green Programs</i>
Enterprise Green Communities Criteria
U.S. Green Building Council's LEED-H
U.S. Green Building Council's LEED-H Midrise
U.S. Green Building Council's LEED-NC
ENERGY STAR® New Construction Single Family (for duplexes or townhouses)
ENERGY STAR® New Construction Multifamily
ENERGY STAR® New Construction Multifamily Hi Rise (over 4 stories)
EarthCraft House
EarthCraft Multifamily
Earth Advantage New Homes
Greenpoint Rated New Home
Greenpoint Rated Existing Home (Whole House or Whole Building label)
National Green Building Standard (NGBS)
Passive Building Certification or EnerPHit Retrofits certification from the Passive House Institute US (PHIUS), International Passive House Association, or the Passive House Institute
Living Building Challenge Certification from the International Living Future Institute
Green Globes by Green Building Initiative
Other (specify)

**Borrower's obligation to maintain energy performance**

After meeting the above requirements evidencing the achievement of the selected green standard, the Borrower must annually evidence continuing energy performance by submitting to HUD a Statement of Energy Performance (SEP), prepared or verified by a qualified energy professional and showing a score of 75 or better. The form or means of submission (electronic or otherwise)

shall be as HUD may then prescribe.

- Loans for properties of less than 20 units may qualify for this MIP rate by achieving an industry-recognized standard for green building, as described above, but are exempt from the requirement to achieve a score of 75 or better on the 1-100 ENERGY STAR score.

I, the undersigned Borrower of the subject Project, hereby recognize the obligations to submit upon request from HUD any documentation necessary for verification for the benefit of the \_\_\_\_\_ rate and the terms and conditions made for the issuance of a commitment to insure an FHA-insure mortgage covering the Project identified above.

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**Part X. Signatures**

{The following statement must appear on the same page as the executed signature for the Borrower.}

The signatory below certifies that all of the information provided in this document and in any accompanying documentation is true, accurate, and complete, has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by the HUD as a true statement of the facts contained therein. The signatory below acknowledges that the submission of any false, fictitious, or fraudulent statement, representation, or certification in this document or on any accompanying documents may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and/or imprisonment under applicable federal law.

The Borrower has read and agrees to comply with the provisions of the above certifications for the purpose of obtaining mortgage insurance under the National Housing Act.

The individual signing below on behalf of the Borrower certifies that he/she is an authorized representative of the Borrower and has sufficient knowledge to make these certifications on behalf of the Borrower.

Executed this <<enter date>> day of <<enter month>>, <<enter year>>.

**Borrower Name:** <<enter Borrower's name here>>

By \_\_\_\_\_

:

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Signature

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<<enter name and title of authorized representative here>>  
(Printed Name & Title)