

## BORROWER'S CERTIFICATE

[\_\_\_\_\_]

This certificate is made by [\_\_\_\_\_], a [\_\_\_\_\_], as [\_\_\_\_\_] (“**General Partner**”) of [\_\_\_\_\_], a [\_\_\_\_\_] (the “**Borrower**”) to the Louisiana Housing Corporation (the “**Lender**”), in connection with the delivery and execution of the CDBG 2018 Piggyback Program, Gap Financing Loan Agreement dated \_\_\_\_\_, 2018 (the “**Loan Agreement**”), between the Borrower and the Lender for the purpose of making a gap financing loan in the amount of \$[\_\_\_\_\_].00 (the “**Loan**”) to finance the Project (as defined in the Loan Agreement). The Loan will be made from Housing and Urban Development Community Development Block Grant Program Funds (the “**CDBG Funds**”) in accordance with the Notice of Funding Availability and Program Implementation Guidelines for Multifamily Piggyback/CDBG-DR Loan Funding on December 15, 2017 (the “**2018 Piggyback NOFA**”). Terms not defined herein shall have the meanings given to them in the Loan Agreement.

The Borrower, through its undersigned [\_\_\_\_\_], hereby certifies to Lender that:

1. The Borrower is a [\_\_\_\_\_], duly organized, validly existing and in good standing under the laws of the State of Louisiana. [\_\_\_\_\_] is a [\_\_\_\_\_], duly organized, validly existing and in good standing under the laws of the State of [\_\_\_\_\_]. [\_\_\_\_\_] has full legal right, power and authority to enter into and bind Borrower to the Loan Documents, and Borrower has full legal right, power and authority to execute, deliver and perform its obligations under the Loan Documents and to own its properties and carry on its activities.

2. The Borrower is not in material breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, debt limit, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its properties are bound, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing.

3. Each Loan Document has been duly and validly executed by the [\_\_\_\_\_] on behalf of the Borrower, where applicable. The execution and delivery of each Loan Document and compliance with the provisions thereof do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage, lease, sublease or other instrument to which the Borrower is a party or by which it or any of its properties are bound.

4. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the Borrower after due inquiry, threatened against or affecting the Borrower wherein an unfavorable decision, ruling or finding would have: (i) a material adverse effect on the financial condition of the Borrower or on the operation by the Borrower of its facilities and its properties; or (ii) a material adverse effect on the functioning of the Borrower or payment by the Borrower of the amounts due under the Loan Documents in the manner and time required thereby; or (iii) an adverse effect on the validity or enforceability of any Loan Documents.

5. Each Loan Document is an accurate and complete statement of the agreements, arrangements and understandings of the parties thereto with respect to the transaction described in and contemplated thereby. There are no agreements, arrangements or understandings not stated therein. The Borrower understands each and all of the operative provisions of each Loan Document.

6. All representations, warranties and covenants made by the Borrower in each Loan Document are hereby adopted as though the same were made as of the date hereof and there is no fact known, or which should be known, that would make such representations, warranties and covenants false or misleading as of the date hereof.

7. To the best of [\_\_\_\_\_]’s and Borrower’s knowledge, information and belief, Borrower has complied fully with the conditions of the Loan Agreement and other Loan Documents, and the requirements of the CDBG Piggyback Program for disbursement of the Loan proceeds, and is not in breach of any of the terms thereof. Borrower has supplied Lender with all necessary documentation and evidence, duly authorized by the appropriate authority, required as a prerequisite for funding pursuant to the Loan Documents, including a completed Draw Request, insurance certificates, construction reports, and permits.

8. To the best of [\_\_\_\_\_]’s and Borrower’s knowledge, information and belief, Borrower is not in material breach of or in default of any of the terms of the Loan Documents, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the Loan Documents.

9. Borrower hereby certifies that taking into account any retainage, there will be sufficient funds, from any and all sources available to Borrower, to complete the Project as shown in the Plans and Specifications.

I further certify that by the execution of this certificate, I do hereby adopt the signature appearing below as my official signature, and that at the time of the execution of the Loan Documents by the undersigned, I was, and at the time of the execution of this certificate, I am, the duly chosen qualified and acting officer indicated in said Loan Documents, and authorized to execute the same.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK.]

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the below-named [\_\_\_\_\_] of the Borrower has hereunto set his or her respective signature as such officer this \_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSES:** [\_\_\_\_\_]:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

**Print Name:** \_\_\_\_\_

**Bar Roll/Notary No.:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_