

EXHIBIT G – SPONSOR’S CERTIFICATION

LOW-INCOME HOUSING TAX CREDIT REGULATORY AGREEMENT:

The Low-Income Housing Tax Credit Regulatory Agreement includes the Low-Income Housing Extended Use Commitment required of all tax credit developments and, if applicable, regulations governing those developments which are obligated to serve tenants with incomes at or below the 60% area median income. At the time Idaho Housing and Finance Association issues a Tax Credit Commitment, this agreement must be executed by the owner of the development, and the owner is responsible for recording the agreement in the county where the development is located. A copy of the recorded document must be submitted to the Idaho Housing and Finance Association prior to issuance of a Low-Income Housing Credit Allocation Certification (IRS Form 8609).

SPONSOR’S CERTIFICATION:

The undersigned is responsible for ensuring that the development consists or will consist of a “qualified low-income building or buildings” as defined in the Internal Revenue Code, Section 42, and will satisfy all applicable requirements of federal tax laws in the acquisition, rehabilitation, or construction and operation of the development to receive low-income housing tax credit. Instruction as to compliance with Section 42 of the Internal Revenue Code is not the responsibility of the Idaho Housing and Finance Association.

The undersigned is responsible for all calculations and figures relating to the determination of the eligible basis for the building and understands and agrees that the amount of credit is calculated by reference to the figures submitted with this application as to the eligible basis and qualified basis of the development and individual buildings.

The undersigned hereby makes application to the Idaho Housing and Finance Association for reservation, carryover allocation, or allocation certification (Placed-in-Service) of housing tax credit dollar amounts as listed herein. The undersigned agrees that the Idaho Housing and Finance Association will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever nature or kind (including, but not limited to, attorney’s fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgment, any loss from judgment from Internal Revenue Service) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such reservation, commitment or allocation request.

The undersigned hereby agrees that any determination made by the Idaho Housing and Finance Association as to the amount of annual tax credit applicable to the development is not to be construed as a representation or warranty as to the feasibility or viability of the development or the development’s ongoing capacity for success or any conclusions regarding any matter of federal or state income tax laws.

The undersigned, being duly authorized, hereby represents and certifies under the penalty of perjury that the foregoing information, to the best of his/her knowledge, is true, complete and accurately describes the proposed development. The undersigned specifically acknowledge(s) and agree(s) that verification or re-verification of any information contained in this application may be made at any time by the Idaho Housing and Finance Association, its agents, successors and assigns, either directly or through a credit reporting agency, or from any source named in this application. The undersigned further agrees and understands that the Association may publish a list of developments and sponsors with tax credit applications in process which list will be available to the public.

