**LOAN & GRANT OMNIBUS SIGNATURE PAGE**

**& APPLICANT CERTIFICATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Applicant” as that term is defined below) is submitting an application(s) to the New Mexico Mortgage Finance Authority (“MFA”) for development funding under the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ program(s) (e.g. Risk Share, HOME, LTTF, NM HTF, National HTF, PRLF, Primero & State Tax Credits but **not** Low Income Housing Tax Credits (LIHTC), which has its own certification)

 Applicant certifies that:

1. Applicant understands and agrees that it is executing this Loan & Grant Omnibus Signature Page & Applicant Certification (the “Certification”) as part of its application, that MFA is entitled to rely on Applicant’s representations and certifications contained herein in conjunction with the application(s), and that any misrepresentation by Applicant contained in this Certification or in any part of the application may be cause for MFA, in MFA’s sole discretion, to reject the application(s) or to revoke or rescind any loan or grant award to Applicant that may have been made.
2. Applicant understands and agrees that the signature(s) below of its authorized representative(s) constitutes an “omnibus” signature that is applicable to every document, certification, and assurance that must be executed or submitted in connection with its application(s), including, without limitation, all schedules required to be executed by Applicant and any other documents otherwise requiring a signature or other acknowledgement by Applicant. By signing this Certification, Applicant hereby acknowledges that it has read all forms required to be submitted with its application(s) and hereby certifies that its signature(s) on this Certification shall apply with equal force to each and every document, certification, schedule, or other assurance that is or must be made by Applicant in conjunction with its application(s).
3. If awarded funding, Applicant will abide by all applicable federal and state statutory, regulatory and judicially created rules and guidelines.
4. Applicant has fully completed and is submitting with its application(s) MFA’s Housing Development Project Application Schedule H - “Applicants Previous Participation Certificate”, which identifies all of Applicant’s current or prior affordable housing projects, whether with MFA or any other entity (collectively, the “Projects”), and certifies with respect to the Projects that:
5. no mortgage on the Projects has ever been in default, assigned to the United States government, or foreclosed, nor has Applicant been granted any mortgage relief related to the Projects;
6. no payments under any federal rental assistance contract in which the Applicant has had a legal or beneficial interest have been suspended or terminated;
7. Applicant has not been suspended, debarred or otherwise restricted by any department or agency of the federal government or any state government from doing business with such department or agency because of misconduct or alleged misconduct;
8. Applicant has not defaulted on any debt, nor are there any outstanding judgments against Applicant; and
9. Applicant has not defaulted on any obligation covered by a surety or performance bond.
10. No political contribution or gift valued in excess of $250.00 (singularly or in the aggregate) has been made by Applicant or on Applicant’s behalf to any elected official of the State of New Mexico who is currently serving, or who has served, on the MFA Board in the past three (3) years.
11. Applicant has no current or proposed business transaction with MFA or any of its directors, officers or employees that would constitute a conflict of interest, and Applicant is not aware of any other facts or circumstances that may give rise to a claim of conflict of interest. Further, Applicant certifies that it has no interest, direct or indirect, that would conflict in any manner or degree with any obligation or duty which may arise if Applicant is awarded funding.
12. There is no pending or threatened litigation that would impair Applicant’s ability to perform its obligations if awarded funding.
13. Applicant is an Equal Opportunity Employer and is fully compliant with all state and federal statutes and regulations regarding nondiscriminatory employment practices.
14. Applicant will comply with all applicable federal statutory and regulatory requirements including, without limitation: Title VIII of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, the Equal Credit Opportunity Act, the Age Discrimination Act of 1975, Executive Order 12898, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
15. Applicant has not been found by the United States Equal Employment Opportunity Commission, the Department of Housing and Urban Development, the New Mexico Human Rights Commission, or a court of law to be in noncompliance with any applicable civil rights laws.
16. Applicant is eligible to participate in any and all federal- or state- funded housing programs, is not currently facing disciplinary action by any federal, state or local entity, is not suspended, debarred or excluded from participation in any federal- or state- funded housing program and is not listed as an excluded party on the System for Award Management’s list of excluded parties accessed at [www.sam.gov](http://www.sam.gov).
17. Applicant agrees that, if it plans to utilize additional financing from other local, state or federal agencies, MFA and those agencies may share with each other any application(s), forms, and other information relating to Applicant.
18. Applicant consents to MFA obtaining information from other local, state and federal agencies regarding its performance and compliance with respect to other housing projects that it has developed, owned, or managed and which have received local, state or federal subsidy.
19. Applicant understands that MFA will monitor its performance under, and compliance with, the terms contained in any loan or grant agreement(s) resulting from its application(s). Applicant further understands and represents that any agreement(s) it enters into with MFA will be binding in all respects.
20. The information provided, upon penalty of perjury, is true and correct to the best of Applicant’s information, knowledge and belief. As witnessed by the signature(s) below, Applicant certifies that the signer(s) have authority and are competent to legally bind the Applicant to the certifications and assurances made herein. Applicant further understands that the term “Applicant” in this Certification incudes all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations and any other public or private entity that will participate in the project proposed in the application(s) as an owner, but excludes investors (i.e. limited partners or investor members).

Check one box below:

\_\_\_\_\_\_\_\_\_ I hereby certify that all information provided in the foregoing Applicant Certification, and any application(s), is true and correct and that I have the authority to, as witnessed by my signature below, and hereby do bind the Applicant.

\_\_\_\_\_\_\_\_\_ Applicant cannot certify to each of the above, and is submitting a signed statement identifying the paragraph(s) to which it cannot certify and explaining the related facts and circumstances. Applicant understands and agrees that MFA may, in its sole and absolute discretion, determine if such Applicant is or is not qualified to apply for funding.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Name: Name:

 Title: Title:

**Acknowledgment(s)**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_