

AFFORDABLE HOUSING TRUST FUND
REQUISITION CERTIFICATE

TO: Community Economic Development Assistance Corporation ("CEDAC")

RE: _____, MA (the "Project")

The undersigned has requested Advance No. ___ of Affordable Housing Trust funds in the amount of \$ _____, and does hereby certify to CEDAC as set forth below. All terms used herein, but not defined herein, shall have the meanings set forth in the Affordable Housing Trust Fund ("AHTF") Loan Agreement, as hereinafter defined.

1. The Borrower has satisfied in full all conditions precedent and other requirements applicable to this advance as set forth in the Loan Agreement dated as of _____ by and between the Borrower and Massachusetts Housing Finance Agency ("MHFA") as administrator for the AHTF (the "Loan Agreement").

2. No changes have been made in any respect to the construction contract for the Project (the "Construction Contract") or the Plans and Specifications for the Project, except such as have had MHFA's prior approval, as may be required under the Loan Agreement, and the prior approval of the holders of the Senior Loan(s), as may be required under the documents relating to the Senior Loan(s).

3. Construction of the Project has been and/or will be in every respect performed in accordance with the Construction Contract and the Plans and Specifications and any such approved changes and in compliance with all applicable building and zoning codes.

4. The proceeds of the AHTF Loan to be advanced hereunder, together with the aggregate outstanding balance, if any, of the AHTF Loan, the Senior Loan(s), any Junior Loan(s), and/or any other funds available for the Project, as set forth in the Project Budget, remaining to be advanced, will provide sufficient funds for the completion of the Project in accordance with the Construction Contract and the Plans and Specifications;

5. All monies requisitioned by the Borrower and disbursed by CEDAC under previously approved requisitions (if any) have been expended for the purposes for which they were requisitioned.

6. The representations and warranties made in the Loan Agreement are true, correct and complete as of the date hereof with the same effect as if made on this date.

7. The undersigned represents and warrants that it is not in default of any of its obligations under any of its AHTF Loan Documents, the Construction Contract, any of the documents relating to any of the Senior Loan(s) or any Junior Loan(s), or any of the Borrower's other organizational documents or any other agreement or instrument in connection with the Project, and no event has occurred, which, with the giving of notice and/or the passing of time, or otherwise, would constitute a default under any one or more of the foregoing documents or other instruments.

BORROWER:

Name of Borrower Entity

By:

Signature of Authorized Signatory of Borrower *Date*
Name: _____
Title: _____