

**Attachment D to Cost Certification Guidance
(includes Exhibit A to this Owner's Certificate)**

OWNER'S CERTIFICATE

This Certificate is provided in connection with the cost certification of _____ (the "Owner") for a Chapter 40B development known as _____ (the "Development"), located in _____ (the "Municipality"), for purposes of assisting the Subsidizing Agency ("Subsidizing Agency") in determining the Owner's compliance with the limitations on profit and distributions from the Development pursuant to the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B, 760 C.M.R. 56, and the Massachusetts Department of Housing and Community Development's Comprehensive Permit Guidelines) (collectively, the "Comprehensive Permit Rules").

The undersigned hereby certifies to the Subsidizing Agency, DHCD and the Municipality, under pains and penalties of perjury, as follows:

1. As of the date of this Certificate, the Owner has a legal existence and is in good standing with the Commonwealth of Massachusetts.
2. Construction of the Development has been completed in good and workmanlike manner, in accordance with the plans and specifications approved pursuant to the Comprehensive Permit, and all materials and fixtures required by the plans and specifications have been furnished and installed and are of the best quality called for.
3. The information contained in the Schedule of Actual and Budgeted Development Costs, the Schedule of Total Chapter 40B Maximum Allowable Developer Fee and Overhead, and the Schedule Showing Calculation of Owner's Equity and Annual Limited Dividend under Chapter 40B (collectively, "the Schedules") is accurate and complete. The Schedules are fairly presented in conformity with the Comprehensive Permit Rules and instructions provided by the Subsidizing Agency.
4. All amounts shown on the Schedule of Actual and Budgeted Development Costs have been paid other than items listed as accruals.
5. The information on the Schedule of Total Chapter 40B Maximum Allowable Developer Fee and Overhead reflects revenue from all aspects of the Development.
6. I/We have identified all accounting estimates that could be material to the information in the Schedules and we believe the estimates are reasonable.
7. I/We have made available all necessary financial records and related data to the CPA who is conducting an examination of the Schedules.
8. There are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the information in the Schedules.
9. Except as noted on Exhibit A attached hereto, none of the amounts listed on the Schedule of Actual and Budgeted Development Costs were paid to a Related Party. A "Related Party" is (i) any person that, directly or indirectly, through one or more

intermediaries, controls or is controlled by or is under common control with the Owner; (ii) any person that is an officer of, member in, or trustee of, or serves in a similar capacity with respect to the Owner or of which the Owner is an officer, member, or trustee, or with respect to which the Owner serves in a similar capacity; (iii) any person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the Owner, or of which the Owner is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the Owner has a substantial beneficial interest (10% or more); (iv) any spouse or "significant other" cohabiting with the Owner; (v) any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of the Owner, (vi) any employee of Owner, and (vii) any spouse, parent, grandparent, sibling, child or grandchild (natural, step, half, or in-law) of an employee of the Owner, or any "significant other" of an employee of the Owner. The term "Owner", as used in this section, shall be deemed to include the Developer, as defined in the Comprehensive Permit Rules.

10. Except as set forth on Exhibit A attached hereto, there are no:
 - a. Payments for purchase of land from a Related Party, as defined in Section 9 above.
 - b. Rentals of units to a Related Party.
 - c. Contracts or subcontracts with a Related Party.
 - d. Purchases of materials/supplies from a Related Party.
 - e. Financing provided by a Related Party, or
 - f. Any other transactions in connection with the Development with a Related Party.

11. We have reviewed the information presented in the RS Means Cost Estimation Analysis for the Development submitted to the Subsidizing Agency, and this analysis is an appropriate representation of the Development.

12. There are no costs in the Schedule of Actual and Budgeted Development Costs) that are included more than once.

13. There are no costs listed in the Schedule of Actual and Budgeted Development Costs that do not relate directly to the Development.

14. The costs shown in the Schedule of Actual and Budgeted Development Costs are net of all kickbacks, rebates, adjustments, discounts, promotional or advertising recoupment or similar reimbursement made or to be made to the Owner or any Related Party.

15. There have been no communications from regulatory agencies concerning noncompliance with zoning or environmental laws or noncompliance with, or deficiencies in, financial reporting practices related to the Development.

16. I/We have no knowledge of any fraud or suspected fraud affecting the Owner or the Development involving—

- a. Management,
 - b. Subcontractors,
 - c. Employees who have significant roles in internal control, or
 - d. Others where the fraud could have a material effect on the Schedules.
17. I/We have no knowledge of any allegations of fraud or suspected fraud affecting the Owner or the Development received in communications from employees, former employees, subcontractors, regulators, or others.
18. I/We have complied with all aspects of the executed Use Restriction (as defined in the Comprehensive Permit Rules) for the Development and all provisions outlined in the Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants, and Municipalities.
19. I/We will retain all records underlying the information provided in the Schedules for a period of at least four years from the date the Subsidizing Agency has accepted the final report, and will allow the Subsidizing Agency and the Municipality the right to inspect such records at reasonable times during the retention period.
20. I/We acknowledge that the term "Owner" as used herein includes the Developer, as defined in the Comprehensive Permit Rules.

EXECUTED under seal under the pains and penalties of perjury, this ____ day of _____.

Owner:

Signature: _____

Title: _____

Hereunto Duly Authorized

**Exhibit A
to
ATTACHMENT D**

Disclosure of Related Party Transactions

Payments for Purchase of Land from Related Parties

Name of Payee	Items(s) Purchased and Nature of Relationship	Payment Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rentals of Units to Related Parties

Name of Party to Whom Unit Is Rented	Identification of Units Rented and Nature of Relationship to Owner	Rent/Month
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List of Contractors and Subcontractors Which Are Related Parties

Name of Contractor/Subcontractor	Work Performed and Nature of Relationship to Owner	Amount Paid
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Purchases of Materials and Supplies from Related Parties

Name of Supplies	Work Performed and Nature of Relationship to Owner	Amount Paid
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Purchases of Services from Related Parties

Name of Service Provider	Work Performed and Nature of Relationship to Owner	Amount Paid
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Financing Provided by Related Parties

Name of Source of Financing	Type of Financing and Nature of Relationship to Owner	Financing Amount and Terms
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If there are any other transactions with a Related Party, please describe them below:
