MANAGEMENT AGENT CERTIFICATION

[DATE]

Community Development Administration and/or

Department of Housing and

 and Community Development

7800 Harkins Road

Lanham, Maryland 20706

 Re: [Project Name]

 Project No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 The undersigned has entered into a Management Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Management Agreement**”), between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Owner**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Management Agent**”) for the management of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “**Project**”). The fee to be paid to the Management Agent shall be the amount provided in and approved by the Department (as hereinafter defined) under the Management Agreement.

 We understand that all or a portion of the development costs of the Project will be funded (i) with one or more loans from the Department of Housing and Community Development, a principal department of the State of Maryland (“**DHCD**”) or the Community Development Administration (“**CDA**”), a unit in the Division of Development Finance of DHCD (hereinafter, CDA and DHCD are referred to separately or together as the “**Department**”) to the Owner (individually or collectively, the “**Loan”**) and/or (ii) with equity generated through the award or allocation of low income housing tax credits to the Owner for the Project (the “**LIHTC**”). We also understand that it is a condition of the Loan and the LIHTC that the Owner comply with, and the Project be operated in accordance with, certain requirements and restrictions contained in one or more Regulatory Agreements or Covenants (collectively or individually, the “**Regulatory Agreement**”) and certain other documents executed between the Owner and the Department evidencing the Loan or the LIHTC (collectively, the “**Department Documents**”).

We acknowledge that we have received and reviewed copies of the Department Documents. We agree that in carrying out our responsibilities under the Management Agreement, we will manage the Project in accordance with the Department Documents, and in compliance with the requirements and restrictions thereof, all as amended from time to time. We agree to cooperate with the Department in its monitoring and enforcement of those requirements and restrictions. We acknowledge and agree that in the event of any conflict between the Department Documents and the Management Agreement, the Department Documents shall govern. The terms of this Certificate shall be considered a part of and are incorporated into the Management Agreement.

We agree that in the event we fail to comply with any provision of the Department Documents in our management of the Project, the Department shall have the right to terminate the Management Agreement between the Owner and the Management Agent upon ten days written notice to us and the Owner. We further agree that pursuant to the Regulatory Agreement, the Department has the right to terminate the Management Agreement without penalty and without cause, with 30 days written notice.The right to terminate the Management Agreement is in addition to, and not in limitation of, any other rights the Department may have against the Owner pursuant to the Department Documents, or of any rights the Owner may have under the Management Agreement.

 This document may be executed in counterparts, which taken together, shall constitute one document. This document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include electronically scanned and transmitted versions (e.g. via pdf) of an original signature and any typed signature, including any electronic symbol or process adopted by either party with the intent to sign the document, including the use of Docusign or other similar programs.

 Very truly yours,

 [MANAGEMENT AGENT]

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

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

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Acknowledged and agreed:

[OWNER]

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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