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## REQUISITION CERTIFICATE

To:

FROM:

RE: ("Project")

DATE:

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The undersigned has requested Advance No. \_\_\_ in the amount of \$\_\_\_\_\_, and does hereby certify to the Participating Lenders as set forth below. All terms used herein, but not defined herein, shall have the meanings set forth in the 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 \_\_\_\_\_, 20\_\_ by and between the Borrower and The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development (the "Loan Agreement") on behalf of the Participating Lenders.
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 the Participating Lenders' prior approval, as may be required under the Loan Agreement, and the prior approval of the holder(s) of the Other Loans, as may be required under the documents relating to the Other Loans.
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 Loan to be advanced hereunder, together with the aggregate outstanding balance, if any, of the Loan, the Other Loans and/or any other funds available for the Project, as set forth in the Project Sources and Uses, 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 the Participating Lenders 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 the Loan Documents, the Construction Contract, any of the documents relating to the Other Loan, 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:

By:

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

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

Its: \_\_\_\_\_