



2026

CERTIFICATIONS &  
ASSURANCES  
DOCUMENTS







**INSTRUCTIONS:** All documents contained in this portfolio require either a signature or both a signature and notarization. To be considered complete and eligible for submission, each form must be properly filled out, signed, and, where applicable, notarized in accordance with the specific instructions provided for each document.

Applicants are responsible for carefully reviewing all materials to determine whether a signature alone is sufficient or if notarization is also required. Failure to provide the required signatures or notarizations may result in the application being deemed incomplete and therefore ineligible for consideration in the 2026 Funding Round.

### EXHIBIT 28: CERTIFICATION & ASSURANCE CHECKLIST

1	Application & Input ( <i>Consolidated Application</i> )	
2	Certifications & Assurances	
3	LIHTC Threshold Certifications & Assurances	
4	LIHTC Program Certification	
5	Environmental Questionnaire ( <i>Exhibit 9</i> )	
6	AFFIDAVIT--Market Analyst for HHFDC Consolidated Application ( <i>Exhibit 3</i> )	
7	AFFIDAVIT--Owner/Developer of HHFDC Consolidated Application ( <i>Exhibit 3</i> )	

Project Owner Name (Applicant):

Applicant Contact Name, Title:

SIGNATURE:

DATE:

Please note that the "**Application & Input**" form is included within the Consolidated Application.

- Complete this form directly in the Consolidated Application.
- Once finished, ensure the form is signed.
- Upload the signed "Application & Input" Form along with all required documents into the appropriate exhibit folder in Procorem.



## Certifications and Assurances

Whereas, [REDACTED] (the “Applicant” is applying to the State of Hawaii – Hawaii Housing Finance and Development Corporation (HHFDC) for financing assistance from the following programs (Mark with an "X" all that apply).

<input type="checkbox"/>	Dwelling Unit Revolving Fund (DURF) Program
<input type="checkbox"/>	Hula Mae Multi-Family (HMMF) Revenue Bond Program
<input type="checkbox"/>	Low-Income Housing Tax Credit (LIHTC) Program - Volume Cap (9%)
<input type="checkbox"/>	Low-Income Housing Tax Credit (LIHTC) Program - Non-Volume Cap (4%)
<input type="checkbox"/>	Rental Housing Revolving Fund (RHRF) Project Award Program

(programs checked off collectively referred to as the “Programs”) and,

Whereas, the Applicant understands that it is necessary that certain conditions be satisfied as part of the Application requirements.

Therefore, the Applicant certifies as follows:

1. The Applicant is eligible for award under state statute and guidelines for the Programs.
2. The Applicant agrees to comply with all applicable federal, state, and local regulations in the event that this Application is selected for funding.
3. The Applicant will minimize displacement as a result of activities assisted with the Programs resources and assist persons displaced as a result of such activities.
4. The Applicant will actively market in an ongoing manner all rental units and services funded through the Programs.
5. The Applicant is prepared and has the authority within its charter, bylaws, or through statutory regulations to enter into a contractual agreement with HHFDC for acceptance and use of financing assistance offered by the Programs. The Applicant makes this Application and certification with full cognizance of its governing body.
6. The Applicant agrees that HHFDC will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever in nature or kind (including, but not limited to attorney’s fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment, any loss from judgment from the Internal Revenue Service) directly and indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such allocation request.

7. The Applicant understands and agrees that HHFDC retains the right to contact local government officials, representatives of other funding programs, or other individuals to verify or obtain additional information about the Applicant's proposals. The undersigned hereby agrees and allows the release of any and all information to HHFDC in regards to the representations made within this Application. Such information may include credit history and ratings verifications, confirmation of involvement in past developments, and all other information, on the Applicant entity and principals, thereof, as may be required by HHFDC. This information will be used solely by HHFDC to aid in making a determination as to the awarding of financing assistance offered by the Programs to the Applicant and will not be disclosed outside HHFDC, except as required and permitted under law.
8. The Applicant has received, reviewed and accepts all the documents (e.g. Overview, Instructions, Qualified Allocation Plan, etc.) that are attached to the Application and made a part hereof.
9. The Applicant agrees to abide by all the terms, conditions and provisions of the Programs.
10. The Applicant understands and agrees that HHFDC's receipt of an Application does not constitute acceptance of the Application. HHFDC reserves the right to return an Application at any time without taking further action on the Application due to, but not limited to, the following:
  - a. Failure to meet the Application submittal requirements (e.g., timeliness, correct application fees, cashier's check, correct number of copies).
  - b. Failure to meet individual program criteria (e.g., applicant eligibility and income set-aside requirements, etc).
  - c. Failure to disclose in the Application any known material defects about the development of the Project, any misrepresentation or fraud.
  - d. Incomplete Application. The Application received by the deadline constitutes the final Application (the "Final Application"). Any Final Application deemed by HHFDC to be incomplete shall not be processed.
11. The Applicant understands and agrees that the awarding of funds is subject to the availability of funds and approval by the Governor of the State of Hawaii.
12. The Applicant understands and agrees that HHFDC reserves the right to make an award for less than the eligible amount requested by the Applicant.
13. The Applicant understands and agrees that HHFDC reserves the right to accept or reject any Application, to make awards to as many or as few Applicants as it may select, and to make awards to entities other than applicants.

14. The Applicant further understands and agrees that:
  - a. HHFDC reserves the right to cancel, suspend, or terminate, in part or in whole, any funding round, if HHFDC, in its sole discretion, deems it to be in its best interest to do so;
  - b. HHFDC reserves the right to reject any Application submitted and may exercise such right without notice and without liability to any Applicant or other parties for their expenses incurred in the preparation of an Application.
  - c. Applications are prepared at the sole risk and expense of the Applicant. The completion, receipt, or acceptance of an Application does not commit HHFDC to pay any costs incurred in preparation of the Application. HHFDC shall not be responsible for any costs incurred by the Applicant due to the cancellation, suspension, or termination of such funding round, or the rejection of any Application.
15. The Applicant understands and agrees that HHFDC in no way represents or warrants to any party which may include, but is not limited to, any developer, project owner, investor, or lender that the Project is, in fact, feasible or viable. No director, commissioner, officer, agent, staff or employee shall be personally liable concerning any matters arising out of, or in relation to, the disapproval or the making of awards from the Programs.
16. The Applicant is responsible to review the applicable federal/state laws as they relate to the respective Programs to ensure compliance with current regulations.
17. The Applicant is responsible for compliance with all of its project's program requirements, including programs not administered by HHFDC.
18. That the foregoing information and the statements made in this Application are true, complete, accurate and correct to the best of the Applicant's knowledge, and hereby authorizes HHFDC to obtain further information and to verify any statement made as it deems necessary.
19. The Applicant understands that the completed and accepted Application is subject to Chapter 92F, Hawaii Revised Statutes, the Uniform Information Practices Act of the State of Hawaii.

In Witness Whereof, the Applicant has caused the document to be executed in its name on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Applicant

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(title)

**Low-Income Housing Tax Credit  
Threshold Certifications and Assurances**

Whereas, \_\_\_\_\_ (the "Applicant" is applying to the State of Hawaii – Hawaii Housing Finance and Development Corporation (HHFDC) for Low-Income Housing Tax Credits (Mark only one option with an "X"):

<input type="checkbox"/>	Low-Income Housing Tax Credits – Volume Cap (9%)
<input type="checkbox"/>	Low-Income Housing Tax Credits – Non-Volume Cap (4%)

Whereas, the Applicant understands that it must satisfy the Application's threshold requirements as described herein and in the current Qualified Allocation Plan.

Therefore, the Applicant certifies as follows:

1. A comprehensive Market Study of the housing needs of low-income individuals in the area to be served by the project by a disinterested party is submitted as [Exhibit 3](#) as part of this application.
2. The Applicant has site control, and evidence of site control is submitted as [Exhibit 4](#) as part of this application.
3. The Applicant's proposed project has all the necessary discretionary approvals, including but not limited to (State Land Use, County Zoning Approval/Compliance, 201-H), at the time of application and has provided supporting evidence and documentation satisfactory to HHFDC attached as [Exhibit 5](#).
4. If an existing project is being acquired, a capital needs assessment of the project is submitted as [Exhibit 6](#) as part of this application.
5. The Applicant has submitted a certified cost estimate by a qualified construction estimator with a minimum of five (5) years experience for all of the project's sitework and vertical construction along with the required statement of competence as described in [Section III-B-5](#) of the Qualified Allocation Plan and attached as [Exhibit 7](#).
6. All low-income units will be made available to people on the waiting list for low-income public housing and/or an acceptable shelter program and a copy of the letter submitted to (1) the local public housing authority which administers the public housing waiting list and (2) the Department of Human Services, Homeless Programs Office is submitted as [Exhibit 8](#) as part of this application.
7. The project will be smoke free. Smoking will be prohibited in all indoor common areas, individual living areas (including balconies and lanais), and within 25 feet of building entries or ventilation intakes. A non-smoking clause will be included in the lease for each household.
8. The contractor's profit, including general requirements and overhead, shall not exceed 14.0% of hard construction costs as described in [Section III-B-8](#) of the Qualified Allocation Plan.
9. [Exhibits A-F](#) (Financial Worksheets) were prepared following the Debt Service Ratio requirements in [Section III-B-9](#) of the Qualified Allocation Plan.
10. A Phase I Environmental Assessment is submitted as [Exhibit 9](#) as part of this application.
11. If applying under the Federal non-profit set aside, the Articles of Incorporation and a copy of a current 501(c)(3) IRS Tax Exemption Letter is submitted as [Exhibit 1](#) part of this application.
12. The Developer Fee does not exceed the maximum threshold cap in [Section III-B-12](#) of the Qualified Allocation Plan.

13. The Applicant's project meets the minimum affordability period as described in [Section III-B-13](#) of the Qualified Allocation Plan.
14. That Applicant's for the 4% LIHTC meet the minimum experience requirements as described in [Section III-B-14](#) of the Qualified Allocation Plan.
15. The Applicant understands and agrees that HHFDC's receipt of an Application does not constitute acceptance of the Application. HHFDC reserves the right to return an Application at any time without taking further action on the Application due to, but not limited to, the following:
  - a. Failure to meet the Application submittal requirements (e.g., timeliness, correct application fees, cashier's check, correct number of copies).
  - b. Failure to meet threshold requirements.
  - c. Failure to meet individual program criteria (e.g., applicant eligibility and income set-aside requirements, etc).
  - d. Failure to disclose in the Application any known material defects about the development of the Project, any misrepresentation or fraud.
  - e. Incomplete Application. The Application received by the deadline constitutes the final Application (the "Final Application"). Any Final Application deemed by HHFDC to be incomplete shall not be processed.
16. The Applicant acknowledges and agrees that awardees of HHFDC's financing programs must comply with the Governor of the State of Hawaii's Administrative Directive No. 24-01 regarding Project Labor Agreements (PLA). The directive can be found at: <https://budget.hawaii.gov/wp-content/uploads/2024/02/AD-24-01.pdf>
17. If the Applicant is applying for Rental Housing Revolving Funds (RHRF), the Applicant agrees to all terms and conditions outlined in the RHRF Building Loan Agreement, RHRF Note, and RHRF Mortgage, and acknowledges that modifications to any RHRF documentation will not be permitted. Current RHRF documentation can be found on the HHFDC website.
18. That the foregoing information and the statements made in this Certification and Application are true, complete, accurate and correct to the best of the Applicant's knowledge, and hereby authorizes HHFDC to obtain further information and to verify any statement made as it deems necessary.
19. The Applicant understands that the completed and accepted Application is subject to Chapter 92F, Hawaii Revised Statutes, the Uniform Information Practices Act of the State of Hawaii.

In Witness Whereof, the Applicant has caused the document to be executed in its name on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Applicant

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(title)



## LOW-INCOME HOUSING TAX CREDIT PROGRAM CERTIFICATION

### MINIMUM SET-ASIDE ELECTION

By way of signature below, the applicant hereby agrees that if it is allocated the low-income housing tax credits applied for herein, it shall maintain qualified low-income housing units under Section 42 of the IRC for a total of \_\_\_\_\_ years (minimum 15 compliance period + 15 year additional use period). The minimum set-aside under Section 42(g)(1), IRC and 15-313-8(b)(11), HAR is elected as follows:

#### **DO NOT CHECK - SET-ASIDE ELECTION IS MADE ON THE APP & INPUT SHEET**

- ☐ 20% of the rental residential units in this project will be both rent-restricted and occupied by individuals whose income is 50% or less of area median income, or
- ☐ 40% of the rental residential units in this project will be both rent-restricted and occupied by individuals whose income is 60% or less of area median income, or
- ☐ Average Income. Only new construction and rehabilitation projects not subject to an existing LIHTC Declaration of Restrictive Covenants are eligible to elect the average income minimum set-aside. The designations of any bedroom type cannot exceed 60% AMI, and the Applicable Fraction must be 100%.

### EXTENDED USE AGREEMENT ELECTION

- ☐ Applicant agrees to an Extended Use Period for the Project of \_\_\_\_\_ years, which consists of a 15-year Initial Compliance Period and a \_\_\_\_\_ year Additional Use Period, if it is allocated low-income housing tax credits applied for herein.

### WAIVER OF QUALIFIED CONTRACT

- ☐ Applicant agrees to waive its right to a Qualified Contract under IRC Section 42(h)(6)(E)(i)(II), if it is allocated low-income housing tax credits applied for herein.

### DEVELOPER FEE ELECTION

Applicant agrees to limit Developer Fees in accordance with any requirements in the Qualified Allocation Plan and total fees paid to the Developer/Applicant, including, but not limited to, Developer Overhead, Developer Fees, Consultant Fees, and Project Management Fees, for the proposed project in this application to \_\_\_\_\_.

### NON-PROFIT SET-ASIDE ELECTION

- ☐ Applicant elects to receive Low-Income Housing Tax Credits from the State of Hawaii's Non-profit set-aside

## FORECLOSURE/DEED IN LIEU OF FORECLOSURE

Has any Low-Income Housing Tax Credit project owned by any member of the development team been foreclosed upon or had a deed in lieu of a foreclosure? For application purposes, development team includes, but is not limited to the General Partner, Co-General Partner, Administrative General Partner, etc. of the Project's ownership entity. For LLC's, the development team would include the Managing Members, Administrative Managing Members, etc. HHFDC reserves the right to include other related entities.

☐ Yes

☐ No

If yes, please complete the following:

Project Name	Date of Foreclosure/Deed in Lieu of Foreclosure	Project Location (City & State)	Reason for Foreclosure/Deed in Lieu	Member of Development Team

## LOW-INCOME HOUSING TAX CREDITS RECAPTURE

Has any member of the development team had Low-Income Housing Tax Credits recaptured? For application purposes, development team includes, but is not limited to the General Partner, Co-General Partner, Administrative General Partner, etc. of the Project's ownership entity. For LLC's, the development team would include the Managing Members, Administrative Managing Members, etc. HHFDC reserves the right to include other related entities such as the ownership entities, individual owners of General Partners or Managing Members.

☐ Yes

☐ No

If yes, please complete the following:

Project Name	Date of Recapture	Project Location (City & State)	Reason for Recapture	Member of Development Team

## REPLACEMENT OF GENERAL PARTNER

Has the General Partner (includes Co-General Partner and Administrative General Partner) or Managing Member of any Low-Income Housing Tax Credit project that any member of the development team worked on been replaced?

☐ Yes

☐ No

If yes, please complete the following:

Project Name	Date General Partner or Managing Member was Replaced	Project Location (City & State)	Reason General Partner or Managing Member was Replaced	Name of Development Team Member

## AWARDING OF CREDITS/RESTRICTIVE COVENANT DOCUMENT

Each application will be ranked and tax credits awarded to the applicants according to the Qualified Allocation Plan and as determined by HHFDC.

**A Restrictive Covenant Document must be executed and recorded prior to the release of the IRS Form 8609 allocating the taxpayer the low-income housing tax credits. This document in draft form is available for review from HHFDC. This document will be revised to reflect any representations made by the applicant herein, specifically in regards to the number of years that the project will be kept in low-income housing tax credit use.**



## **COMPLIANCE MONITORING**

HHFDC shall monitor compliance with all applicable Federal and State Program requirements for the period a project is committed to providing low-income rental units. HHFDC will require that all qualified tenants of a project be certified upon occupancy and be recertified annually to ensure compliance. Projects shall be required to maintain copies of the income certification for each tenant on forms approved or provided by HHFDC. HHFDC may perform an audit at least once a year, but shall have access to all books and records upon notice to the project owner. If HHFDC becomes aware of non-compliance, the Internal Revenue Service shall be notified in accordance with federal and state regulations.

## **FEES**

1. The application fee is \$5,000. This fee is non-refundable. [§15-313-13(a), Hawaii Administrative Rules]
2. Upon allocation of the federal and state tax credits, 10 percent of the first year's federal tax credit amount shall be delivered to HHFDC as a good faith deposit, at the time the executed Binding Agreement is submitted to HHFDC. Upon issuance of the IRS Form 8609, 20 percent of the deposit shall be refunded to the applicant, and 80% shall be retained by the HHFDC as an administrative fee. [§15-313-10(f), HAR]
3. A compliance monitoring fee of up to \$25 per unit per year will be assessed. This amount is subject to change and may be adjusted annually. See the HHFDC Compliance Monitoring Procedures in the Allocation Plan and the HHFDC Compliance Monitoring Manual for further information. [§15-313-13(b), HAR]

## CERTIFICATION

The undersigned is responsible for ensuring that the project consists or will consist of a qualified low-income building or buildings as defined in the Internal Revenue Code, Section 42, and will satisfy all applicable requirements of federal tax law in the acquisition, rehabilitation, or construction and operation of the project to receive the low-income housing credit.

The undersigned is responsible for all calculations and figures relating to the determination of the eligible basis for the project and understands and agrees that the amount of the credit is calculated by reference to the figure submitted with this application, as to the eligible basis and qualified basis of the project and individual buildings.

The undersigned hereby makes Application to the State of Hawaii for the allocation of low-income housing tax credits or for a carryover allocation, the dollar amounts as listed in the application. The undersigned agrees that HHFDC will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever nature or kind (including, but not limited to attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment, any loss from judgment from the Internal Revenue Service) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such allocation request.

The undersigned hereby agrees and allows the release of any and all information to HHFDC in regards to the representations made within this application. Such information may include credit history and ratings verifications, confirmation of involvement in past developments, and all other information as may be required by HHFDC. This information will be used solely by HHFDC to aid in making a determination as to the awarding of low-income housing tax credits to the applicant and will not be disclosed outside the agency except as required and permitted under law.

The undersigned, being duly authorized, hereby represents and certifies that the foregoing information, to the best of his/her knowledge, is true, complete and accurately describes the proposed project.

In Witness Whereof, the applicant has caused this document to be duly executed in its name on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## APPLICANT

\_\_\_\_\_  
Signature

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

It's: \_\_\_\_\_

**HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION**  
**ENVIRONMENTAL QUESTIONNAIRE**  
**(TO BE COMPLETED BY APPLICANT)**

The purpose of this questionnaire is to identify environmental issues to the Hawaii Housing Finance and Development Corporation (HHFDC), related to the real estate collateral or related to the operations onsite, either past or present. This information will be considered as part of the financing application. Please answer all questions. If the site has operations or improvements which are not residential, retail or office uses, additional reports or attachment forms may be required. This questionnaire is a transmittal and informational document and is to be signed by the applicant.

Applicant:

Project:

Project Address:

  

**LAND USE/OWNERSHIP**

1. Current property owner, if difference from applicant:

2. Current and past site use(s). (Please check appropriate box.)

☐ Multi-family residential

☐ Office

☐ Retail

☐ Warehouse

☐ Restaurant

☐ Vacant

☐ Manufacturing

☐ Other

If manufacturing or other, describe specific business activity:



3. Current zoning of property:

Are any land use changes intended?

☐ Yes

☐ No

If yes, to what use?

4. Is site contiguous to any lakes, rivers or a coastal zone or located on either a former or current wetland area or endangered species habitat?

☐ Yes

☐ No

If yes, describe:

5. If the site is residential, provide a copy of any standard tenant environmental notification/disclosure.

☐ Check box if attached.

6. If the site is not residential and is not entirely owner-occupied, or has tenants, please attach a current tenant list, including a description of the services or operations performed by each.

☐ Check box if attached

**UNDERGROUND STORAGE TANKS**

1. Has there ever been or is there currently a gas station or underground storage tanks (USTs) of any sort located on the site?

☐ Yes

☐ No

If yes, when and for how long?

2. If yes, describe ownership and identify the operator of the gas station or USTs:

3. If yes, attach any environmental investigation reports that reflect conditions of the current of former USTs.

☐ Check box if attached

#### DRY CLEANERS

1. Has any dry cleaner operation been or is one currently located onsite?

☐ Yes

☐ No

2. If yes, what type of dry cleaning unit is current in use?

☐ Transfer

☐ Dry to Dry

☐ Other (please specify):

How old is current equipment?

Primary cleaning solvent:

Quantity Used (gallons/month):

How is the solvent disposed? (Describe the waste handling and disposal procedures):

#### BUILDING IMPROVEMENTS

1. Were any improvements constructed prior to 1981?

☐ Yes

☐ No

If yes, describe type of building, square footage, and construction date(s):

2. For any of the buildings constructed prior to 1981, has there been any major internal renovation work performed since 1981?

☐ Yes

☐ No

☐ Do Not Know

If yes, describe:

3. Are any improvements on the property known to contain asbestos?

☐ Yes

☐ No

☐ Do Not Know

If yes, attach any available survey or the test result documentation.

☐ Check box if attached

4. Are any electrical transformers, capacitors, or other equipment, not owned by a utility, but which may contain PCBs, present on the site?

☐ Yes

☐ No

If yes, attach any survey or test result.

☐ Check box if attached

5. Do any improvements onsite include hydraulic hoists or elevator?

☐ Yes

☐ No

If yes, describe:



6. What is the source of water supply for the site?

- ☐ Public
- ☐ On-Site Drinking Well
- ☐ On-Site Irrigation Well
- ☐ Other: (describe)

7. What are the destinations of wastewater and surface drainage discharge?

- ☐ Storm Sewer
- ☐ Dry Well
- ☐ Sanitary Sewer
- ☐ Septic
- ☐ Leach Field
- ☐ Above-Ground Tank
- ☐ Underground Tank
- ☐ Vats
- ☐ Ditches or Bodies of Water
- ☐ Sumps
- ☐ Clarifiers
- ☐ Trenches
- ☐ Ponds
- ☐ Wetlands
- ☐ Treatment Systems (describe):
- ☐ Other (describe):

8. Attach copies of any wastewater treatment and/or wastewater or storm water (non-point source) discharge permits pertaining to the property.

- ☐ Check box if attached

## REGULATORY ACTIONS

1. Have there been any spills, leaks, or other reportable releases of chemicals on the property or migration of chemicals onto the property from an off-site source?

☐ Yes

☐ No

If yes, describe the chemicals and quantities released, any cleanup measures taken and the results of any related air, soil, or groundwater investigations:

2. Is the site adjacent to or within 2,000 feet of a governmental agency listed toxic waste treatment or disposal site, landfill, or contaminated drinking water well?

☐ Yes

☐ No

If yes, explain:

3. Has any public agency ever investigated or cited the property for violation or possible violation of any environmental law, or any third party including a public agency, commenced enforcement or cleanup action under environmental law with respect to the property?

☐ Yes

☐ No

If yes, describe:

4. Has any public agency ever listed the property as a waste disposal site or a site potentially qualifying for cleanup under any environmental law?

☐ Yes

☐ No

If yes, describe:

5. Has the applicant or any of its partners, joint venture(s), corporate officers, or guarantors ever been named in any governmental or private injunctive, preventive or other administrative proceedings, actions, or litigations involving hazardous waste, toxic substances, hazardous materials, or any other environmental issues?

☐ Yes

☐ No

If yes, attach an explanation.

☐ Check box, if attached

#### UNEXPLODED ORDNANCES (UXO)

1. Is the property in or near an area that has been identified as having or potentially having unexploded ordnances on site?

☐ Yes

☐ No

If yes, please answer the following questions:

Has the property been surveyed for unexploded ordnances on its site?

☐ Yes

☐ No

If yes, please identify the source and date of the survey and summarize its findings and required/recommended actions.

Source:

Date:

Findings:

Is the property clear of all unexploded ordnances on site?

☐ Yes

☐ No

Please provide documentation verifying clearance of all unexploded ordnances identified on the site.

## INSURANCE/INDEMNIFICATION ARRANGEMENTS

1. Does the property owner have any form of either environmental or pollution insurance or other coverage under an indemnification agreement?

☐ Yes

☐ No

If yes, describe or attach the indemnification.

☐ Check box, if attached

2. Does the insurance or indemnification agreement cover environmental damages to the property caused by tenants?

☐ Yes

☐ No

☐ Not Applicable

3. Do tenants have insurance to cover environmental impairment?

☐ Yes

☐ No

☐ Not Applicable

If yes, attach a copy of the relevant lease clause and/or binder and describe the conditions and limits of the coverage.

☐ Check box if attached.

4. If petroleum USTs are onsite, is the owner eligible for reimbursement of cleanup costs from a state cleanup fund?

☐ Yes

☐ No

If not eligible, describe the form of financial assurance (cash, bonds, insurance) that is provided to comply with federal regulations

## EXISTING ENVIRONMENTAL INVESTIGATION REPORTS

Attach any environmental site assessment(s), audits, investigations, or asbestos/lead surveys, or disclosures that are available to you.

☐ Check box if attached.

**If applicant is an individual:**

I, \_\_\_\_\_ state to the best of my knowledge,  
(print name)  
information and belief that all of the facts stated in response to the questions and requests for  
information contained in the foregoing Environmental Questionnaire are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If applicant is a corporation, partnership, or limited liability company:**

I, \_\_\_\_\_ state that I am the  
(print name)  
\_\_\_\_\_  
(title or position) of  
\_\_\_\_\_  
(Applicant)

and that I am authorized to execute this document on behalf of the Applicant. I further state based  
in part upon my personal knowledge and in part on the business records of the Applicant, that to  
the best of my knowledge, information and belief that all of the facts stated in response to the  
questions and requests for information contained in the foregoing Environmental Questionnaire are  
true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Title

**AFFIDAVIT**  
(Market Analyst for HHFDC Consolidated Application)

This Affidavit is duly made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_, the \_\_\_\_\_

(name of officer) (title)

of \_\_\_\_\_, a Hawaii \_\_\_\_\_

(market analyst) (type of business)

whose principal place of business is \_\_\_\_\_

(street address)

and whose post office address is \_\_\_\_\_.

\_\_\_\_\_ certifies that \_\_\_\_\_

(name of officer) (market analyst)

has conducted a market analysis for \_\_\_\_\_

(name of developer/applicant)

on the \_\_\_\_\_ project, located at \_\_\_\_\_

(name of project)

\_\_\_\_\_,

(project address)

Tax Map Key \_\_\_\_\_.

\_\_\_\_\_ certifies and confirms that

(name of officer)

\_\_\_\_\_ is not affiliated with, and does not

(market analyst)

have any self-dealings, related parties, or identity of interest with \_\_\_\_\_

\_\_\_\_\_ except as noted on an attachment hereto.

(developer/applicant)

IN WITNESS WHEREOF,

\_\_\_\_\_  
(name of officer)

has caused this Affidavit to be signed as of the day and year first written above.

\_\_\_\_\_  
(Market Analyst)

By: \_\_\_\_\_  
(signature)

Its \_\_\_\_\_  
(title)



STATE OF \_\_\_\_\_ )  
 ) SS  
CITY AND COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before

me personally appeared \_\_\_\_\_,

to me known to be the person described in and who executed the foregoing instrument and acknowledged  
that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Signature

(Notary Stamp or Seal)

\_\_\_\_\_  
Print Name

Notary Public, State of \_\_\_\_\_

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

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Signature  
NOTARY CERTIFICATION

\_\_\_\_\_  
Date

**AFFIDAVIT**  
(Owner/Developer of HHFDC Consolidated Application)

This Affidavit is duly made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_, the \_\_\_\_\_

(name of officer) (title)

of \_\_\_\_\_, a Hawaii \_\_\_\_\_

(developer/applicant) (type of business)

whose principal place of business is \_\_\_\_\_

(street address)

and whose post office address is \_\_\_\_\_.

\_\_\_\_\_ certifies that \_\_\_\_\_

(name of officer) (market analyst)

has conducted a market analysis for \_\_\_\_\_

(name of developer/applicant)

on the \_\_\_\_\_ project, located at \_\_\_\_\_

(name of project)

\_\_\_\_\_,

(project address)

Tax Map Key \_\_\_\_\_.

\_\_\_\_\_ certifies and confirms that

(name of officer)

\_\_\_\_\_ is not affiliated with, and does not

(developer/applicant)

have any self-dealings, related parties, or identity of interest with

\_\_\_\_\_ except as noted on an attachment hereto.

(market analyst)

IN WITNESS WHEREOF,

\_\_\_\_\_  
(name of officer)

has caused this Affidavit to be signed as of the day and year first written above.

\_\_\_\_\_  
(Developer/Applicant)

By: \_\_\_\_\_  
(signature)

Its \_\_\_\_\_  
(title)

STATE OF \_\_\_\_\_ )  
 ) SS  
CITY AND COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before

me personally appeared \_\_\_\_\_,

to me known to be the person described in and who executed the foregoing instrument and acknowledged  
that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Signature

(Notary Stamp or Seal)

\_\_\_\_\_  
Print Name

Notary Public, State of \_\_\_\_\_

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

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Signature  
NOTARY CERTIFICATION

\_\_\_\_\_  
Date