

**ANNUAL LOAN AGREEMENT CERTIFICATION
(Borrower)**

Fannie Mae Loan No.: _____
Property Name: _____

The undersigned, _____, a _____
("Borrower") certifies to FANNIE MAE the following:

1. Capitalized terms used and not specifically defined in this Annual Loan Agreement Certification (the "Certificate") have the meanings given to such terms in the Loan Agreement.

2. All statements made in this Certificate and all statements and information set forth in the attachments to this Certificate are true, complete, and accurate to the best of the undersigned's knowledge.

3. Attached to this Certificate are the following with respect to calendar year _____:

(a) if Borrower is an individual or a trust established for estate-planning purposes, a personal financial statement (including a statement of all contingent liabilities if requested by Lender), dated _____, _____;

(b) if Borrower is an entity, a statement of income and expenses for Borrower, dated _____, _____; and

(c) if Borrower is an entity, statement of cash flows of Borrower, dated _____, _____;

(d) a rent roll, dated _____, _____;

[DRAFTING NOTE: BORROWER TO PROVIDE THE ADDITIONAL ITEMS LISTED BELOW WHICH HAVE BEEN REQUESTED IN WRITING BY LENDER.]

(e) if Borrower is an entity, a balance sheet showing all assets and liabilities of Borrower (including a statement of all contingent liabilities) as of the end of such calendar year, dated _____, _____;

(f) a property management or leasing report for the Mortgaged Property, showing for the period requested by Lender (i) the number of rental applications received from tenants or prospective tenants, (ii) the amount of all deposits received from tenants or prospective tenants for such period, and (iii) any other information requested by Lender, dated _____, _____;

(g) a statement of income and expenses for Borrower's operation of the Mortgaged Property on a year-to-date basis as of the end of each month for such period as

requested by Lender, which statement shall be delivered within thirty (30) days after the end of such month requested by Lender;

(h) a statement of real estate owned by Borrower for such period as requested by Lender, which statement shall be delivered within thirty (30) days after the end of such month requested by Lender; and

(i) such other statement as set forth below and for the period indicated:

(i) _____;

(ii) _____; and

(iii) _____.

4. Borrower certifies as of the date hereof:

YES **NO**

(a) other than provisions of Section 4.02(d) regarding Borrower's single asset status that have been specifically waived by Lender, Borrower has taken no action in violation of Section 4.02(d) of the Loan Agreement;

(b) Borrower has received no notice of any building code violation;

IF NO,

Borrower has received notice of a building code violation which has not been remediated and plans for remediation are attached hereto as Schedule 1;

OR

Borrower has received notice of a building code violation and such notice and evidence of remediation are attached hereto as Schedule 1;

YES **NO**

(c) Borrower has made no application for rezoning and has not received any notice that the Mortgaged Property has been or is being rezoned;

(d) Borrower has taken no action and has no knowledge of any action that would violate the provisions of

Section 11.02(b)(1)(F) of the Loan Agreement regarding Liens encumbering the Mortgaged Property;

- (e) there has been no change since the earlier of the delivery of the last Certificate and the Effective Date of the Mortgage Loan that would materially adversely affect the Mortgaged Property or the validity, enforceability or the ability of Borrower to perform its obligations under the Loan Agreement or any other Loan Document.

[If "NO" is checked on any of the above questions, attach additional explanations as Schedule 1.]

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower has signed and delivered this Certificate or has caused this Certificate to be signed and delivered by its duly authorized representatives under seal (where applicable).

Date: _____

BORROWER:

By: _____

Name: _____

Title: _____

SCHEDULE 1

**If applicable, complete an explanation of any relevant matters
involving this Certificate.**