**MULTIFAMILY UNDERWRITING CERTIFICATE**

**(Borrower)**

The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), represents, warrants, and certifies to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”) and to **FANNIE MAE**, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and existing under the laws of the United States (“**Fannie Mae**”), and each of their respective transferees, successors and assigns, in connection with a proposed or existing loan (the “**Mortgage Loan**”) evidenced by and secured in part by the certain Multifamily Loan and Security Agreement by and between Lender and Borrower (the “**Loan Agreement**”) and further secured or to be secured by a lien on that certain real property and improvements located thereon known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having a street address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Zip Code: \_\_\_\_\_\_\_\_\_ (the “**Mortgaged** **Property**”), that the following statements and all attachments hereto are true, complete and correct to the best of Borrower’s knowledge:

1. The state in which Borrower is organized is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [or, if Borrower is a general partnership or trust: The state(s) in which Borrower’s principal place of business is/are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] [or, if Borrower is an individual: The state in which Borrower’s principal residence is located is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].
2. Borrower is not presently insolvent. If Borrower has checked box 12(A) or 12(B) below, the proposed Mortgage Loan will not render Borrower insolvent. As used in this Certificate, the term “**insolvent**” means that the sum total of all of an entity’s liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all of such entity’s non-exempt assets (i.e., all of the assets of the entity that are available to satisfy claims of creditors).
3. The following documents are attached hereto (check all that apply) (individually and collectively, the “**Attachments**”): **[DRAFTING NOTE: ANY DOCUMENTS REFERENCED BELOW MUST ACTUALLY BE ATTACHED HERETO.]**

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|  | **Item** | **Date of document (OR PERIOD COVERED)** |
| [ ]  | Rent Roll, and if Borrower is a Cooperative Party, any separate Maintenance Fee Schedule  |  |
| [ ]  | Property Operating Statement |  |
| [ ]  | Borrower Financial Statement |  |
| [ ]  | Organizational Chart |  |
| [ ]  | Other: For Preferred Equity transaction, all Governing Documents [List all documents attached] |  |
| [ ]  | Other:  |  |

1. With respect to the Attachments:

(a) in the case of (i) each Borrower Financial Statement and Property Operating Statement, each covers a period the last day of which is no more than fifteen (15) months prior to the date of this Certificate, and (ii) each other Attachment, the most recently prepared is dated no more than fifteen (15) months prior to the date of this Certificate;

(b) each (i) was prepared by Borrower or by its independent accounting firm, and (ii) is true, correct, and provides a current and accurate account of the financial condition of Borrower or the Mortgaged Property as of the date of such Attachment; and

(c) no material adverse change in any of the matters reflected in the most recently prepared of each Attachment has occurred since the date of each Attachment or, if any, such change is detailed in Exhibit A attached hereto.

1. Borrower has no contingent liabilities, or if Borrower does have contingent liabilities, such contingent liabilities are either quantified in Borrower’s financial statement, or if not quantified, are described in detail on **Exhibit A** attached hereto.
2. No Bankruptcy Event has occurred within the previous ten (10) years involving Borrower or any Person Controlled by, or which Controls, Borrower, except as may be reflected in Exhibit A attached hereto.
3. No pending or current litigation or adverse judgment exists which could materially and adversely impact Borrower’s financial condition involving (a) Borrower’s ownership or operation of the Mortgaged Property or any other real estate, (b) Borrower’s ownership of a significant interest in any Person, or (c) any Person Controlled by, under common Control with, or which Controls, Borrower, except as may be reflected in Exhibit A attached hereto.
4. No litigation has occurred in the previous ten (10) years involving (a) Fannie Mae and Borrower, or (b) Fannie Mae and any Person Controlled by, under common Control with, or which Controls, Borrower, except as may be reflected in Exhibit A attached hereto.
5. If applicable, attached hereto in Exhibit A is an explanation as to the cause and resolution of any delinquencies, defaults, foreclosures, or deeds-in-lieu of foreclosure occurring during the previous ten (10) years in connection with loans to Borrower or to any Person Controlled by, or which Controls, Borrower.
6. If applicable, attached hereto in Exhibit A is a schedule of the terms of any investment(s) of any kind by Borrower in a cannabis business or cannabis businesses that are legal under any relevant laws governing cannabis production and distribution in the state(s) in which the cannabis business is located. None of the proceeds of such investment(s) are being used or will be used in any manner to fund equity or any other investment in the Mortgaged Property, including reserves and escrows.
7. The Organizational Chart attached hereto as Exhibit B is true and accurate as of the date hereof, complies with the Organizational Chart Requirements, and **[is] [is not]** final.
8. Check as many as are applicable:

[ ]  A. Refinance: The Mortgage Loan is a refinancing of existing indebtedness and no change in the ownership of the Mortgaged Property or of any direct or indirect Controlling Interest or of twenty five percent (25%) or more of the direct or indirect non-controlling ownership interest in Borrower will occur in connection with the refinancing.

[ ]  B. Acquisition by Deed: All of the consideration given or received or to be given or received in connection with the acquisition of the MortgagedProperty has been fully disclosed to Lender. The Mortgaged Property will be purchased in a transaction with an unaffiliated third party, on arm’s-length terms from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Property Seller**”). Neither Borrower nor any direct or indirect owner of Borrower or any other Person Controlling Borrower has or had, directly or indirectly (through a family member or otherwise), any interest in Property Seller, and no Property Seller (nor any affiliate) (1) will have a direct or indirect ownership interest in (or Control of) Borrower, or (2) is providing any seller-financing in connection with the Acquisition.

[ ]  C. Acquisition via Transfer of Controlling Interest in Borrower: All of the consideration given or received or to be given or received in connection with the transfer of any direct or indirect Controlling Interest in Borrower has been fully disclosed to Lender. The Controlling Interests in Borrower will be purchased in a transaction with an unaffiliated third party, on arm’s-length terms from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Ownership Seller**”). Neither Borrower nor any direct or indirect owner of Borrower or any Person Controlling Borrower has or had, directly or indirectly (through a family member or otherwise), any interest in Ownership Seller, and no Ownership Seller (nor any affiliate) (1) will have a direct or indirect ownership interest in (or Control of) Borrower, or (2) is providing any seller-financing in connection with the Acquisition.

[ ]  D. Transfer of more than twenty five percent (25%) of any Ownership Interest (other than a Controlling Interest): All of the consideration given or received or to be given or received in connection with the transfer of the interest in Borrower has been fully disclosed to Lender.

1. Any Person that owns in the aggregate, directly or indirectly (together with such Person’s Immediate Family Members, if an individual), twenty-five percent (25%) or more (through one or more entities) of the ownership interests in Borrower is identified below. For the purposes of this representation, “**Immediate Family Members**” means a child, stepchild, grandchild, grandparent, spouse, sibling, step-sibling, parent, or step-parent.

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| --- | --- |
| **Name** | **if applicable, how related through other family members** |
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1. No UCC financing statements are on file in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ naming Borrower as the debtor, or if any, such UCC filings do not cover any personal property at the Mortgaged Property or relate solely to a loan which is to be paid off with the proceeds of the Mortgage Loan.
2. All information regarding the condition of the Mortgaged Property provided by Borrower or by any Person Controlled by, under common Control with, or which Controls, Borrower to Lender (or, to Borrower’s knowledge, provided by any other Person on behalf of Borrower) in connection with the preparation of the property condition assessment was true and correct as of the date provided.
3. Borrower owns all of the tangible personal property associated with the Mortgaged Property (other than personal property owned by tenants of the Mortgaged Property). Except as otherwise disclosed by Borrower to Lender in writing during underwriting of the Mortgage Loan, Borrower has not acquired any tangible personal property used in connection with the Mortgaged Property (and, therefore, in which Lender expects to have a UCC security interest) other than from merchants selling those goods in transactions in the ordinary course of their businessor, in the case of an Acquisition Mortgage Loan identified in Section 12(B) or 12(C) above, if Borrower acquired tangible personal property used in connection with the Mortgaged Property from Seller, Borrower conducted appropriate UCC searches of Seller and there were no UCC filings on file naming Seller as the debtor and covering the goods purchased from Seller by Borrower.
4. **[DRAFTING NOTE: INCLUDE THE FOLLOWING FOR SMALL MORTGAGE LOANS ONLY AND IF BORROWER IS AN INDIVIDUAL:** Borrower personally inspected the Mortgaged Property immediately prior to completing its Mortgage Loan application with Lender.**] [Intentionally deleted.]**
5. Borrower [[ ]  has or intends] / [[ ]  does not have or does not intend] to obtain preferred equity to finance the Mortgaged Property. For purposes herein, “preferred equity” means direct or indirect equity ownership interest in, economic interests in or rights with respect to a Borrower that provide an equity investor preferred dividend, distribution, payment or return treatment relative to other equity owners. In the event that Borrower has or intends to obtain preferred equity, (a) the Organizational Chart attached to this Certificate at Exhibit B includes the complete organizational structure of Borrower and preferred equity investor, (b) Borrower has identified all governing documents evidencing the terms of the preferred equity in Section 3 above and attached them to this Certificate, and (c) Borrower agrees to provide Lender with any updates to the governing documents blacklined against the versions attached hereto and reflecting all changes made to such documents since the date hereof. Borrower also understands that the approval of the Mortgage Loan may be delayed as a result of any such changes.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable Definitions Schedule (Form 6101) as published on Fannie Mae’s website. All references herein to Lender shall be deemed to include Lender’s consultant as the context may apply.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, Borrower has signed and delivered this Certificate under seal (where applicable) or has caused this Certificate to be signed and delivered under seal (where applicable) by its duly authorized representative. Where applicable law so provides, Borrower intends that this Certificate shall be deemed to be signed and delivered as a sealed instrument.

Date:

**BORROWER**:

By: (SEAL)

Name:

Title:

**EXHIBIT A**

**If applicable, complete an explanation of any relevant matters**

**involving the issues addressed in Items 4, 5, 6, 7, 8, 9 or 10 of this Certificate**

**EXHIBIT B**

**Organizational Chart of Borrower**

**[DRAFTING NOTE:**

**Attach to this Exhibit B the current draft of the complete organizational chart of Borrower that complies with the Organizational Chart Requirements.]**