**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 in all material respects.
3. Attached to this Certificate are the following with respect to calendar year \_\_\_\_\_\_\_ (*check all that apply – all attachments must be dated – do not revise this form – explain any exceptions in the space provided*).

[ ]  (a) For any Borrower that is an entity, a statement of income and expenses and a statement of cash flows.

[ ]  (b) For any Borrower that is an entity, a statement of income and expenses for Borrower’s operation of the Mortgaged Property on a year-to-date basis.

[ ]  (c) For any Borrower that is an individual, or a trust established for estate-planning purposes, a personal financial statement.

[ ]  (d) Balance sheet(s) showing all assets and liabilities of Borrower and a statement of all contingent liabilities.

[ ]  (e) The Fannie Mae Energy Performance Metrics report, as generated by ENERGY STAR® Portfolio Manager, for the Mortgaged Property, including the ENERGY STAR score, the Source Energy Use Intensity (EUI), the month and year ending period for such ENERGY STAR score and such Source Energy Use Intensity, and the ENERGY STAR Portfolio Manager Property Identification Number. (*This option generally applies when an energy consumption metric for the Mortgaged Property is required to be reported to any Governmental Authority.*)

[ ]  (f) Source Energy Use Intensity for the Mortgaged Property. (*This option generally applies when the Governmental Authority does not require the use of ENERGY STAR Portfolio Manager for the reporting of the energy consumption metric and Borrower does not use ENERGY STAR Portfolio Manager.*)

[ ]  (g) The following energy, water, waste or other utility information requested by Lender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  (h) An accounting of all security deposits held pursuant to all Leases, including the name of the institution (if any) and the names and identification numbers of the accounts (if any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release necessary for Lender to access information regarding such accounts.

[ ]  (i) The names of all officers and directors of (1) any Borrower which is a corporation, (2) any corporation which is a general partner of any Borrower which is a partnership, or (3) any corporation which is the managing member or non-member manager of any Borrower which is a limited liability company.

[ ]  (j) The names of all managers who are not members of (1) any Borrower which is a limited liability company, (2) any limited liability company which is a general partner of any Borrower which is a partnership, or (3) any limited liability company which is the managing member or non-member manager of any Borrower which is a limited liability company.

[ ]  (k) A rent schedule for the Mortgaged Property showing the name of each tenant and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, and the date through which rent has been paid.

[ ]  (l) A property management or leasing report for the Mortgaged Property, showing the number of rental applications received from tenants or prospective tenants and deposits received from tenants or prospective tenants.

[ ]  (m) 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.

[ ]  (n) A statement of real estate owned directly or indirectly by Borrower and Guarantor for such period as requested by Lender.

[ ]  (o) A statement that identifies the direct owners of Borrower and their respective interests.

[ ]  (p) A statement that identifies the indirect owners (and any non-member managers) of Borrower that Control Borrower (excluding any Publicly-Held Corporations or Publicly-Held Trusts) and their respective interests.

[ ]  (q) A statement that identifies the indirect owners of Borrower that hold twenty-five percent (25%) or more of the ownership interests in Borrower (excluding any Publicly-Held Corporations or Publicly-Held Trusts) and their respective interests.

[ ]  (r) To the extent that the Persons identified in (o)-(q) above do not own, in the aggregate, at least fifty percent (50%) of the indirect ownership interests in Borrower, a statement that identifies the additional indirect owners of Borrower sufficient to show an aggregate ownership interest of at least fifty percent (50%).

[ ]  EXCEPTIONS. If any attachment to this Section 3 does not meet the foregoing requirements, please explain the exception here. Additional attachments, if needed, may be described here.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Borrower certifies the following as of the date set forth below (*check all that apply – do not revise this form – explain any exceptions in the space provided*).

[ ]  (a) Borrower has taken no action in violation of Section 4.02(d) of the Loan Agreement regarding its single asset status.

[ ]  (b) Borrower has received no notice of any building code violation. (*If Borrower has received such notice, evidence of remediation must be provided.*)

[ ]  (c) Borrower has made no application for rezoning nor 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) regarding liens encumbering the Mortgaged Property.

[ ]  (e) There have been no changes since the Effective Date in (1) the direct owners of Borrower, (2) the indirect owners (and any non-member managers) of Borrower that Control Borrower (excluding any Publicly-Held Corporations or Publicly-Held Trusts), or (3) the indirect owners of Borrower that hold twenty-five percent (25%) or more of the ownership interests in Borrower (excluding any Publicly-Held Corporations or Publicly-Held Trusts), and their respective interests.

[ ]  EXCEPTIONS. If there is an exception to any item in this Section 4, please explain it here. Additional certifications may be added here, if needed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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: (SEAL)

Name:

Title:

**ATTACHMENTS TO**

**ANNUAL LOAN AGREEMENT CERTIFICATION**

**(Borrower)**