# ANNUAL LOAN AGREEMENT CERTIFICATION

**(Borrower – Tenant Site Lease Protections)**

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. Borrower certifies the following as of the date set forth below.
   1. Borrower implemented the tenant site lease protections required by Section 7.02(a)(6) (Leases) of the Loan Agreement (the “**Tenant Site Lease Protections**”) by *(check applicable box)*:

new Site Leases or amendments or riders to the existing Site Leases; or

an amendment to, or restatement of, the Rules and Regulations.

* 1. The Tenant Site Lease Protections were implemented for the percentage of owner-occupied Manufactured Homes required by Section 7.02(a)(6) (Leases) of the Loan Agreement on or before: **[DRAFTING NOTE: INSERT LAST DAY OF FIRST LOAN YEAR]** \_\_\_\_\_\_\_\_\_\_, 20\_\_.
  2. The number of tenant-occupied Manufactured Homes located in the Community is: \_\_\_\_\_.
  3. The number of owner-occupied Manufactured Homes located in the Community is: \_\_\_\_\_.
  4. The number of owner-occupied Manufactured Homes located in the Community that are covered by the Tenant Site Lease Protections is: \_\_\_\_\_.
  5. The percentage of owner-occupied Manufactured Homes located in the Community that are covered by the Tenant Site Lease Protections is: \_\_\_\_\_.
  6. Borrower is in compliance with the Residential Lease for Site requirements set forth under Section 7.02(a)(6) (Leases) of the Loan Agreement.
  7. If Borrower implemented the Tenant Site Lease Protections through new Site Leases or amendments or riders to the existing Site Leases, there have been no material changes to the form of Site Lease since the Tenant Site Lease Protections were incorporated into the Site Lease form.
  8. If Borrower implemented the Tenant Site Lease Protections through an amendment or restatement of the Rules and Regulations, there have been no material changes to the Rules and Regulations since the Tenant Site Lease Protections were incorporated into the Rules and Regulations, and the Rules and Regulations are prominently displayed in a public or common area at the Community.

1. Attached to this Certificate are the following with respect to calendar year 20\_\_\_, all of which Borrower certifies as being true, complete, and accurate in all material respects:
   1. If Borrower implemented the Tenant Site Lease Protections through an amendment or restatement of the Rules and Regulations:

the notice sent to all MH Site Lease tenants of the Tenant Site Lease Protections being implemented by the Rules and Regulations;

a copy of the Rules and Regulations currently in effect at the Community.

* 1. If Borrower implemented the Tenant Site Lease Protections through new Site Leases or amendments or riders to the existing Site Leases:

the current form of Site Lease used at the Community; and

copies of any actual Residential Site Leases requested by Lender that include the Tenant Site Lease Protections.

**[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: (SEAL)

Name:

Title:

**ATTACHMENTS TO**

**ANNUAL LOAN AGREEMENT CERTIFICATION**

**(Borrower – Tenant Site Lease Protections)**