

Exhibit A to Opinion Of Borrower's Counsel

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. //)

(To be used in HUD-Insured Multifamily
Transactions)

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CERTIFICATION OF BORROWER

This Certification of Borrower (**Certification**) is made the _____ day of _____, 20__, by _____ (**Borrower**) for reliance upon by _____ (**Borrower's Counsel**) in connection with the issuance of an opinion letter dated of even date herewith, and to which this Certification is attached (**Opinion**), by Borrower's Counsel as a condition for the provision of mortgage insurance by the Department of Housing and Urban Development (**HUD**) of the \$ _____ Dollars loan (**Loan**) from _____ (**Lender**) to Borrower. In connection with the Opinion, Borrower hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The Organizational Documents are the only documents creating Borrower or authorizing the Loan, and the Organizational Documents have not been amended or modified except as represented to Borrower's Counsel and as represented in the Opinion.
2. The terms and conditions of the Loan as reflected in the Loan Documents as defined in the Opinion to which this is attached have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.
3. Borrower was formed under the laws of the [State] [Commonwealth] of _____.
4. The execution and delivery of the Loan Documents as defined in the Opinion to which this is attached will not (i) cause Borrower to be in violation of or constitute a material default under the provisions of any agreement to which Borrower is a party or by which Borrower is bound;

(ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Borrower is subject; or (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Borrower, except as specifically contemplated by the Loan Documents as defined in the Opinion to which this Certification is attached.

5. There is no litigation or other claim pending before any court or administrative or other governmental body, or threatened in writing, against Borrower (or general partner, managing member, manager or similar person or entity thereof), the Property, or any other properties of Borrower [except as identified on Exhibit__, List of Litigation, in the Opinion.]
- [6. **{INSERT IF APPLICABLE}** There is no default under the Public Entity Agreement (**PEA**) nor have events occurred or exists a state of facts that now or with the passage of time will result in a default under the PEA.
7. There is no default under the Regulatory Agreement nor have events occurred or exists a state of facts that now or with the passage of time will result in a default under the Regulatory Agreement between Borrower and HUD.
8. There are no side-deals (transactions outside the parameters of the Documents that amend, or are inconsistent with, the terms of said Documents) between Borrower and any party to the transaction other than as disclosed in the Documents.
9. There are no liens or encumbrances against the Property that are not reflected as exceptions to coverage in the Title Policy.

NOTE: The definition of any capitalized term or word used herein can be found in the Instructions to Opinion of Borrower's Counsel, the Opinion of Borrower's Counsel, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.

{The following statement must appear on the same page(s) as the executed signature(s) for the Borrower.}

The signatory below certifies that all of the information provided in this Certification and in any accompanying documentation is true, accurate, and complete, has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by the HUD as a true statement of the facts contained therein. The signatory below acknowledges that the submission of any false, fictitious, or fraudulent statement, representation, or certification in this Certification or on any accompanying documents may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and/or imprisonment under applicable federal law.

IN WITNESS WHEREOF, Borrower has executed this Certification effective as of the date set forth above.

Name of Entity: _____

By: /s/ _____

Printed Name, Title: _____

By: /s/ _____

Printed Name, Title: _____

[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]