**SELLER/SERVICER REPRESENTATIONS AND WARRANTIES**

**(Revised 6-15-2021)**

For purposes of these representations and warranties, the phrase “**to the knowledge of Seller**” or “**to Seller’s knowledge**” will mean, except where otherwise expressly set forth below, the actual state of knowledge of Seller or any servicer acting on its behalf regarding the matters referred to, after Seller’s having conducted such inquiry and due diligence into such matters as would be customarily required by Freddie Mac’s underwriting standards represented in the Multifamily Seller/Servicer Guide (the “**Guide**”). Capitalized terms not otherwise defined, will have the meaning set forth in the Guide.

Seller represents and warrants, subject to the exceptions set forth in Exhibit G to the Commitment or Early Rate Lock Application, with respect to the loan (“**Loan**”), that as of the Freddie Mac Funding Date, unless Freddie Mac specifies a different date, the following representations and warranties are true and correct in all material respects:

**FOR FIXED RATE LOANS**

(1) Fixed Rate.

The Loan bears interest at a fixed rate.

**OR**

**FOR A FLOATING RATE LOAN**

(1) Floating Rate.

The Loan bears interest at a floating rate based on the Secured Overnight Financing Rate (SOFR), resets on a monthly basis, and accrues interest on an Actual/360 Basis.

**[REMAINING PROVISIONS APPLY TO BOTH FIXED AND FLOATING RATE LOANS]**

(2) Crossed Loan.

Except with respect to any Subordinate Loan set forth in an exception to the Representation and Warranty made in “**Subordinate Loans**” below, the Loan is not cross-collateralized or cross-defaulted with any other loan (“**Crossed Loan**”) not being transferred to Freddie Mac.

(3) Subordinate Loan.

There are no subordinate mortgages securing any subordinate loans encumbering the Property and Seller has no knowledge of any mezzanine debt related to the Property.

(4) Single Purpose Entity.

(a) Seller has not modified the Loan Documents executed in connection with a Loan with an original principal balance of more than $5,000,000 which require Borrower to be a “**Single Purpose Entity**” (defined below) for at least as long as the Loan is outstanding, except in cases where the Property is a residential cooperative property.

(b) To Seller’s knowledge, Borrower is a Single Purpose Entity.

For this purpose, a “**Single Purpose Entity**” will mean an entity (not an individual) which meets all of the following requirements:

(i) An entity whose organizational documents provide and which entity represented in the Loan Documents, substantially to the effect that each of the following is true with respect to Borrower:

(A) It was formed or organized solely for the purpose of owning and operating the Property.

(B) It is prohibited from engaging in any business unrelated to the Property.

(ii) An entity whose organizational documents provide or which entity represented in the Loan Documents, substantially to the effect that all of the following are true with respect to Borrower:

(A) It does not have any assets other than those related to its interest in and operation of the Property.

(B) It does not have any indebtedness other than as permitted by the Loan Documents.

(C) It has its own books and records and accounts separate and apart from any other person or entity (other than a Borrower for a loan that is cross-collateralized and cross-defaulted with the Loan) provided, however, that the Loan Documents may permit the use of a centralized bank account that separately accounts for items of income and expense applicable to Borrower and the Property and is maintained such that all payments, disbursements and remittances related to the Property are applied solely to the Property and can be easily tracked and ascertained.

(D) It holds itself out as a legal entity, separate and apart from any other person or entity.

(c) If the Loan has an original principal balance of $40,000,000 or more, there is a counsel’s opinion regarding non-consolidation of Borrower in any insolvency proceeding involving any other party.

(d) To Seller’s actual knowledge, Borrower has fully complied with the requirements of the Loan Documents and Borrower’s organizational documents regarding Single Purpose Entity status.

(e) The Loan Documents executed in connection with a Loan with an original principal balance of $5,000,000 or less prohibit Borrower from doing either of the following:

(i) Having any assets other than those related to its interest in the Property or its financing.

(ii) Engaging in any business unrelated to the Property and the Loan.

(5) Licenses, Permits and Authorization.

(a) As of the Origination Date, to Seller’s knowledge, based on Borrower’s representations and warranties in the Loan Documents, Borrower, commercial lessee and/or operator of the Property were in possession of all material licenses, permits, and authorizations required for use of the Property as it was then operated.

(b) Seller has not modified the provisions of the Loan Documents in which Borrower covenants that it will remain in material compliance with all material licenses, permits and other legal requirements necessary and required to conduct its business.

(6) Condition of Property.

To Seller’s knowledge, based solely upon due diligence customarily performed in connection with the origination of comparable loans, one of the following is applicable:

(a) The Property is free of any material damage that would materially and adversely affect the use or value of the Property as security for the Loan (other than normal wear and tear).

(b) To the extent approved by Freddie Mac, Seller has required a reserve, letter of credit, guaranty, insurance coverage or other mitigant with respect to the condition of the Property.

(7) Access, Public Utilities and Separate Tax Parcel.

All of the following are true and correct with regard to the Property:

(a) The Property is located on or adjacent to a dedicated road, or has access to an irrevocable easement permitting ingress and egress.

(b) The Property is served by public utilities and services generally available in the surrounding community or otherwise appropriate for the use in which the Property is currently being utilized.

(c) The Property constitutes one or more separate tax parcels. In certain cases, if the Property is not currently a separate tax parcel, an application has been made to the applicable governing authority for creation of separate tax parcels, in which case the Loan Documents require Borrower to escrow an amount sufficient to pay taxes for the existing tax parcel of which the Property is a part until the separate tax parcels are created.

(d) The representations and warranties of (a), (b), and (c) will be deemed satisfied if covered by an endorsement to or affirmative insurance under the “**Title Policy**” (defined in Paragraph 11).

(8) Taxes and Assessments.

One of the following is applicable:

(a) There are no delinquent or unpaid taxes, assessments (including assessments payable in future installments) or other outstanding governmental charges affecting the Property that are or may become a lien of priority equal to or higher than the lien of the security instrument and assignment of leases (“**Assignment of Leases**”), mortgage and Assignment of Leases or deed of trust and Assignment of Leases (each a “**Mortgage**”).

(b) An escrow of funds has been established in an amount (including all ongoing escrow payments to be made prior to the date on which taxes and assessments become delinquent) sufficient to cover the payment of such unpaid taxes and assessments.

For purposes of this representation and warranty, real property taxes and assessments will not be considered unpaid until the date on which interest or penalties would be first payable.

(9) Ground Leases.

The Loan is not secured in whole or in part by Borrower’s interest as lessee under a ground lease of the Property without also being secured by the fee interest in the Property.

(10) Valid First Lien.

(a) Based upon the Opinion (defined in Paragraph 32), the Mortgage creates a valid and enforceable first priority lien on the Property, subject to “**Permitted Encumbrances**” (defined in Paragraph 11) and except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) If the Loan is a Crossed Loan, the Mortgage encumbering the Property also secures the other Crossed Loans.

(c) Based on the “**Title Policy**” (defined in Paragraph 11) the Property is free and clear of any mechanics’ and materialmen’s liens which are prior to or equal with the lien of the Mortgage, except those which are bonded over or for which an escrow has been established.

(d) A UCC financing statement has been filed and/or recorded (or sent for filing or recording) (or, in the case of fixtures, the Mortgage constitutes a fixture filing) in all places (if any) necessary at the time of origination of the Loan to perfect a valid security interest in the personal property owned by Borrower and reasonably necessary to operate the Property in its current use other than for any of the following:

(i) Non-material personal property.

(ii) Personal property subject to purchase money security interests.

(iii) Personal property that is leased equipment, to the extent a security interest may be created by filing or recording.

Notwithstanding the foregoing, no representation is made as to the perfection of any security interest in rents or other personal property to the extent that possession or control of such items or actions other than the filing of UCC financing statements are required in order to effect such perfection.

(e) Any security agreement or equivalent document related to and delivered in connection with the Loan establishes and creates a valid and enforceable lien on the property described in such document (other than (i) healthcare licenses, (ii) Medicare, Medicaid or similar federal, state or local third party payor programs, including housing assistance payments contracts, or (iii) any federal, state or local permits or approvals for the operation of a wastewater treatment plant, sewer system or sewage treatment plant, private water or utility system or similar facility, to the extent any of the foregoing are not assignable without governmental approval), subject to Permitted Encumbrances and except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(11) Title Insurance.

(a) The Property is covered by an ALTA lender’s title insurance policy (or its equivalent as set forth in the applicable jurisdiction) that evidences such title insurance policy (“**Title Policy**”), in the original principal amount of the Loan (or in the case of a Crossed Loan, the allocated loan amount of the portions of the Property that are covered by the Title Policy).

(b) The Title Policy insures that the Mortgage is a valid first priority lien on the Property, subject only to Permitted Encumbrances.

(c) The Title Policy is in full force and effect and all premiums have been paid.

(d) The Title Policy does not contain any exclusion for or affirmatively insures (except for any Property located in a jurisdiction where such affirmative insurance is not available) each of the following:

(i) There is access to a public road.

(ii) The area shown on the survey is the same as the property legally described in the Mortgage.

(iii) Unless the Property is located in one of the Super Lien States (defined below), the lien of the Mortgage is superior to a lien created by any applicable statute relating to environmental remediation.

(iv) To the extent that the Property consists of two or more adjoining parcels, such parcels are contiguous.

(e) No material claims have been made or paid under the Title Policy.

(f) Seller has not done, by act or omission, anything that would materially impair or diminish the coverage under the Title Policy, and has no knowledge of any such action or omission.

(g) Immediately following the transfer and assignment of the Loan to Freddie Mac, the Title Policy will inure to the benefit of Freddie Mac without the consent of or notice to the insurer of the Title Policy.

(h) Seller and its successors and assigns are the sole named insureds under the Title Policy.

(i) To Seller’s knowledge, the insurer of the Title Policy is qualified to do business in the jurisdiction in which the Property is located.

“**Permitted Encumbrances**” means:

(i) The lien of current real property taxes, ground rents, water charges, sewer rents and assessments not yet delinquent.

(ii) Covenants, conditions and restrictions, rights of way, easements and other matters of public record specifically identified in the Title Policy, none of which, individually or in the aggregate, materially interferes with any of the following:

(A) The current use of the Property.

(B) The security in the collateral intended to be provided by the lien of the Mortgage.

(C) Borrower’s ability to pay its obligations when they become due.

(D) The value of the Property.

(iii) Exceptions (general and specific) and exclusions set forth in the Title Policy, none of which, individually or in the aggregate, materially interferes with any of the following:

(A) The current use of the Property.

(B) The security in the collateral intended to be provided by the lien of the Mortgage.

(C) Borrower’s ability to pay its obligations when they become due.

(D) The value of the Property.

(iv) The rights of tenants, as tenants only, under leases, including subleases, pertaining to the Property.

(v) Other matters to which similar properties are commonly subject, none of which, individually or in the aggregate, materially interferes with any of the following:

(A) The current use of the Property.

(B) The security in the collateral intended to be provided by the lien of the Mortgage.

(C) Borrower’s ability to pay its obligations when they become due.

(D) The value of the Property.

(vi) If the Loan is a Crossed Loan, the lien of any Loan that is cross-collateralized with the Crossed Loan.

“**Super Lien States**” means Alaska, Arizona, Arkansas, Connecticut, Delaware, District of Columbia, Hawaii, Illinois, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Washington or Wisconsin.

(12) Encroachments.

(a) To Seller’s knowledge (based upon the survey and/or the Title Policy obtained in connection with the origination of the Loan), as of the Origination Date, all of the material improvements on the Property that were considered in determining the appraised value of the Property lay wholly within the boundaries and building restriction lines of the Property and there are no encroachments of any part of any building over any easement or building restriction line, except for one or more of the following:

(i) Encroachments onto adjoining parcels that are insured against by the Title Policy.

(ii) Encroachments that do not materially and adversely affect the operation, use or value of the Property or the security intended to be provided by the Mortgage.

(iii) Violations of the building restriction lines that are covered by ordinance and law coverage in amounts required by the Guide.

(iv) Violations of the building restriction lines that are insured against by the Title Policy.

(v) Violations of the building restriction lines that that do not materially and adversely affect the operation, use or value of the Property or the security intended to be provided by the Mortgage.

(b) To Seller’s knowledge (based on the survey and/or the Title Policy obtained in connection with the origination of the Loan), as of the Origination Date, no improvements on adjoining properties materially encroached upon the Property so as to materially and adversely affect the operation, use or value of the Property or the security intended to be provided by the Mortgage, except those encroachments that are insured against by the Title Policy.

(13) Zoning.

Based upon the “**Zoning Due Diligence**” (defined below) one of the following is applicable to the Property:

(a) The improvements located on or forming part of the Property materially comply with applicable zoning laws and ordinances.

(b) The improvements located on or forming part of the Property constitute a legal non-conforming use or structure; and one of the following is true:

(i) The non-compliance does not materially and adversely affect the value of the Property.

(ii) Ordinance and law coverage is provided in amounts required by the Guide.

The foregoing may be based upon one or more of the following (“**Zoning Due Diligence**”):

(a) A statement of full restoration by a zoning authority.

(b) Copies of legislation or variance permitting full restoration of the Property.

(c)  A damage restoration statement along with an evaluation of the Property.

(d)  A zoning report prepared by a company acceptable to Freddie Mac.

(e)  An opinion of counsel.

(f)  Other due diligence considered reasonable by prudent multifamily lenders in the lending area where the Property is located (such reasonable due diligence includes, but is not limited to, ordinance and law coverage as required by the Guide).

(14) Environmental Conditions.

(a) As of the Origination Date, Borrower represented and warranted in all material respects that to its knowledge Borrower has not used, caused or permitted to exist (and will not use, cause or permit to exist) on the Property any “**Hazardous Materials”** (defined below) in any manner which violates federal, state or local laws, ordinances, regulations, orders, directives or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials or other environmental laws. The foregoing Borrower representation and warranty is subject to each of the following:

(i) Exceptions set forth in a phase I environmental report (“**Phase I Environmental Report**”) or phase II environmental report (“**Phase II Environmental Report**”) or for certain Loans, a **Physical Risk Report** (defined below), each prepared in connection with the Loan (each an “**Environmental Report**”), as appropriate.

(ii) Use of Hazardous Materials that are commonly used in the operation and maintenance of properties of similar kind and nature to the Property.

(iii) Use of Hazardous Materials that are commonly used in accordance with prudent management practices and applicable law.

(iv) Use of Hazardous Materials that are commonly used in a manner that does not result in any contamination of the Property that is not permitted by law.

(b) Seller has not modified the provisions of the Loan Documents which require Borrower to comply, and to cause the Property to be in compliance, with all “**Hazardous Materials Laws**” (defined below) applicable to the Property.

(c) Borrower (or an affiliate of Borrower) has agreed to indemnify, defend and hold lender and its successors and assigns harmless from and against losses, liabilities, damages, injuries, penalties, fines, expenses, and claims of any kind whatsoever (including attorneys’ fees and costs) paid, incurred or suffered by, or asserted against, any such party resulting from a breach of the foregoing representations or warranties given by Borrower in connection with the Loan.

(d) A Phase I Environmental Report and, if applicable, a Phase II Environmental Report (in either case meeting ASTM International standards), was conducted by a reputable environmental consulting firm with respect to the Property, or in certain cases a Physical Risk Report was completed in accordance with the requirements of the Guide.

(e) If any material non-compliance or material existence of Hazardous Materials was indicated in any Environmental Report, then at least one of the following statements is true:

(i) Funds reasonably estimated to be sufficient to cover the cost to cure any material non-compliance with applicable environmental laws or material existence of Hazardous Materials have been escrowed, or a letter of credit in such amount has been provided, by Borrower and held by Seller or its servicer.

(ii) If the Environmental Report recommended an operations and maintenance plan, but not any material expenditure of funds, Borrower has been required to maintain an operations and maintenance plan.

(iii) The environmental condition identified in the Environmental Report(s) was remediated or abated in all material respects.

(iv) A “no further action” or closure letter was obtained from the applicable governmental regulatory authority (or the environmental issue affecting the Property was otherwise listed by such governmental authority as “closed”).

(v) The conditions or circumstances identified in the Environmental Report were investigated further and, based upon such additional investigation, an environmental consultant recommended no further investigation or remediation.

(vi) A party with financial resources reasonably estimated to be adequate to cure the condition or circumstance provided a guaranty or indemnity to lender to cover the costs of any required investigation, testing, monitoring or remediation.

(vii) The reasonably estimated cost of such remediation does not exceed 2% of the outstanding principal balance of the Loan.

(f) To the best of Seller’s knowledge, in reliance on the Environmental Report(s) and except as set forth in such Environmental Report(s), the Property is in material compliance with all applicable Hazardous Materials Laws, and to the best of Seller’s knowledge, no notice of violation of such laws has been issued by any governmental agency or authority, except, in all cases, as indicated in such Environmental Report(s) or other documents previously provided to Freddie Mac.

(g) Seller has not taken any action which would cause the Property not to be in compliance with all Hazardous Materials Laws.

(h) All Environmental Reports or any other environmental assessments of which Seller has possession have been disclosed to Freddie Mac.

“**Hazardous Materials**” means:

(i) Petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“**PCBs**”) and compounds containing them.

(ii) Lead and lead-based paint.

(iii) Asbestos or asbestos-containing materials in any form that is or could become friable.

(iv) Underground or above-ground storage tanks that are not subject to a “no further action” letter from the regulatory authority in the related property jurisdiction, whether empty or containing any substance.

(v) Any substance the presence of which on the Property is prohibited by any federal, state or local authority.

(vi) Any substance that requires special handling and any other “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” by or within the meaning of any Hazardous Materials Law.

(vii) Any substance that is regulated in any way by or within the meaning of any Hazardous Materials Law.

“**Hazardous Materials Law**” means:

(i) Any federal, state, and local law, ordinance and regulation and standard, rule, policy and other governmental requirement, administrative ruling and court judgment and decree in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to Borrower or to the Property.

(ii) Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et. seq., and their state analogs.

“**Physical Risk Report**” means a report by a physical risk consultant which includes the following information:

(i) Results from any environmental sampling.

(ii) Information from environmental data base searches.

(iii) Findings regarding Hazardous Materials evidenced by a physical inspection.

(iv) Information on any recognized environmental conditions noted on the Physical Risk Report – Form 1108 or similar form of report used in connection with the origination of the Loan and submitted in accordance with the Guide.

(15) Insurance.

(a) The Property is insured by each of the following:

(i) A property damage insurance policy, issued by an insurer meeting the requirements of the Loan Documents and the Guide, in an amount not less than:

(A) the lesser of (1) the outstanding principal amount of the Loan and (2) the replacement cost (with no deduction for physical depreciation) of the Property, and

(B) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property.

(ii) Business income or rental value insurance covering no less than the effective gross income, as determined by Seller, attributable to the Property for 12 months.

(iii) Comprehensive general liability insurance in amounts generally required by the Guide.

(iv) If windstorm and related perils and/or “Named Storm” is excluded from the property damage insurance policy a separate windstorm insurance policy or endorsement covering damage from windstorm and related perils and/or “Named Storm” in an amount not less than:

(A) the lesser of (1) the outstanding principal amount of the Loan and (2) the replacement cost (with no deduction for physical depreciation) of the Property, and

(B) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property.

(b) If the Property has any Borrower-owned structures located in a geographic location with a horizontal Peak Ground Acceleration (“**PGA**”) equal to or greater than 0.15g, it has had a seismic assessment done for the sole purpose of assessing a scenario expected loss (“**SEL**”) for the Property in the event of an earthquake. In such instance, the SEL was based upon a 475-year lookback with a 10% probability of exceedance in a 50-year period. If the seismic assessment concluded that the SEL on the Property would exceed 20% of the amount of the replacement cost of the improvements, earthquake insurance was required in an amount not less than 150% of an amount equal to the difference between the projected loss for the Property using the actual SEL and the projected loss for the Property using a 20% SEL.

(c) Each insurance policy (other than a liability insurance policy) requires at least 10 days’ prior notice to lender of termination or cancellation by the insurer arising because of non-payment of a premium and at least 30 days’ prior notice to lender of termination or cancellation by the insurer arising for any reason other than non-payment of a premium, and no such notice has been received by Seller.

(d) All premiums on the insurance policies required to be paid have been paid.

(e) Each insurance policy contains a standard mortgagee clause and loss payee clause in favor of lender and names the mortgagee as an additional insured in the case of liability insurance policies (other than with respect to professional liability policies).

(f) Based solely on a flood zone determination, if any material portion of the improvements on the Property, exclusive of any parking lots, is located in an area identified by the Federal Emergency Management Agency as a special flood hazard area, then Borrower is required to maintain flood insurance for such portion of the improvements located in a special flood hazard area in an amount equal to the maximum amount available under the National Flood Insurance Program, plus such additional excess flood coverage in an amount required by the Guide.

(g) Seller has not modified the Loan Documents which provide that Borrower is obligated to maintain all such insurance and, if Borrower fails to do so, authorize lender to maintain such insurance at Borrower’s cost and expense and to seek reimbursement for such insurance from Borrower.

(h) Seller has not modified the Loan Documents to contain any provision that expressly excuses Borrower from obtaining and maintaining insurance coverage for acts of terrorism.

(i) Seller has not modified the Loan Documents which contain customary provisions consistent with the practices of prudent multifamily lenders for similar properties requiring Borrower to obtain such other insurance as lender may require from time-to-time.

(16) Grace Period.

Seller has not modified the Loan Documents to provide for a grace period with respect to delinquent monthly payments due under the Note or if Seller has modified the Loan Documents to provide for a grace period, such grace period is no longer than 10 days from the applicable payment date.

(17) Due on Encumbrance.

Seller has not modified the provisions of the Loan Documents which prohibit Borrower from doing either of the following:

(a) Mortgaging or otherwise encumbering the Property without the prior written consent of lender or the satisfaction of debt service coverage and other criteria specified in the Loan Documents.

(b) Carrying any additional indebtedness, except as set forth in the Loan Documents or in connection with trade debt and equipment financings incurred in the ordinary course of Borrower’s business.

(18) Carveouts to Non-Recourse.

(a) Seller has not modified the provisions of the Loan Documents which provide that:

(i) Borrower will be liable to lender for any losses incurred by lender due to any of the following:

(A)  The misapplication or misappropriation of rents (after a demand is made after an event of default), insurance proceeds or condemnation awards.

(B)  Any breach of the environmental covenants contained in the Loan Documents.

(C)  Fraud by Borrower in connection with the application for or creation of the Loan or in connection with any request for any action or consent by lender

(ii) The Loan will become full recourse in the event of a voluntary bankruptcy filing by Borrower.

(b) A natural person is jointly and severally liable with Borrower with respect to (a)(i) and (a)(ii).

(19) Financial Statements.

Seller has not modified the provisions of the Loan Documents which require that Borrower provide the owner or holder of the Loan with quarterly and annual operating statements, rent rolls (or annual maintenance roll in the case of cooperative associations) and related information and annual financial statements.

(20) Due on Sale.

(a) Seller has not modified the provisions of the Loan Documents which provide for the acceleration of the payment of the unpaid principal balance of the Loan if, without the consent of the holder of the Loan and/or in compliance with the requirements of the Loan Documents, the Property or a controlling interest in Borrower is directly or indirectly transferred or sold, except with respect to any of the following transfers:

(i) Transfers of certain interests in Borrower to any person or entity already holding direct or indirect interests in Borrower, their family members, affiliated companies and other estate planning related transfers that satisfy certain criteria specified in the Loan Documents.

(ii) Transfers of less than a controlling interest in Borrower.

(iii) Transfers of common stock in publicly traded companies.

(iv)  If the Property is a residential cooperative property, transfers of stock of Borrower in connection with the assignment of a proprietary lease for a unit in the Property by a tenant-shareholder of Borrower to another person or entity which by virtue of such transfer becomes a tenant-shareholder in Borrower.

(b) Seller has not modified any provision of the Loan Documents which requires Borrower to pay all fees and expenses associated with securing the consent or approval of the holder of the Mortgage for all actions requiring such consent or approval under the Mortgage including the cost of counsel opinions relating to a real estate mortgage investment conduit (“**REMIC**”) or other securitization and tax issues.

(21) Assignment of Leases.

(a) Seller has not modified the provisions of the Mortgage which contain an Assignment of Leases that is part of the Mortgage.

(b) Based upon the Opinion and the Title Policy, the Assignment of Leases creates a valid present assignment of, or a valid first priority lien or security interest in, certain rights under the related lease or leases, subject only to a license granted to Borrower to exercise certain rights and to perform certain obligations of the lessor under such lease or leases, including the right to operate the leased Property, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(c) Based upon the Title Policy, no person or entity other than Borrower owns any interest in any payments due under any lease that is superior to or of equal priority with lender’s interest.

(d) Seller has not modified the provisions of the Mortgage which provide for the appointment of a receiver for rents or allows the holder of the Mortgage to enter into possession to collect rents or provides for rents to be paid directly to the lender in the event of a default under the Loan or Mortgage.

(22) Insurance Proceeds and Condemnation Awards.

(a) Seller has not modified the provisions of the Loan Documents which provide that insurance proceeds and condemnation awards will be applied to one of the following:

(i) Restoration or repair of the Property.

(ii) Restoration or repair of the Property, with any excess insurance proceeds or condemnation awards after restoration or repair being paid to Borrower.

(iii) Reduction of the principal amount of the Loan.

(b) Seller has not modified the Loan Documents which provide that in the case of all casualty losses or condemnations resulting in proceeds or awards in excess of a specified dollar amount or percentage of the Loan amount as specified in the Loan Documents, lender or a trustee appointed by it (if lender does not exercise its right to apply the insurance proceeds or condemnation awards (including proceeds from settlement of condemnation actions) to the principal balance of the Loan in accordance with the Loan Documents) has the right to hold and disburse such proceeds or awards as the repairs or restoration progresses.

(c) To Seller’s knowledge, there is no proceeding pending for the total or partial condemnation of the Property that would have a material adverse effect on the use or value of the Property.

(23) Customary Provisions.

(a) Based upon the Opinion, the Note or Mortgage for the Loan, together with applicable state law, contains customary and enforceable provisions so as to render the rights and remedies of the holder of the Note or Mortgage adequate for the practical realization against the Property of the principal benefits of the security in the collateral intended to be provided by the Note or the lien of the Mortgage, including realization by judicial or if applicable, non-judicial foreclosure, except as the enforcement of the Mortgage may be limited by bankruptcy, insolvency, reorganization, moratorium, redemption or other laws affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Borrower is not a debtor in, and the Property is not the subject of, any state or federal bankruptcy or insolvency proceeding, and, as of the Origination Date, no guarantor was a debtor in any state or federal bankruptcy or insolvency proceeding.

(24) Litigation.

To the knowledge of Seller, there are no actions, suits or proceedings before any court, administrative agency or arbitrator concerning the Loan, Borrower or Property, an adverse outcome of which would reasonably be expected to materially and adversely affect any of the following:

(a) Title to the Property or the validity or enforceability of the Mortgage.

(b) The value of the Property as security for the Loan.

(c) The use for which the Property was intended.

(d) Borrower’s ability to perform under the Loan.

(25) Escrow Deposits.

(a) Except as previously disbursed pursuant to the Loan Documents, all escrow deposits and payments relating to the Loan that are required to be deposited or paid, have been deposited or paid.

(b) All escrow deposits and payments required pursuant to the Loan are in the possession, or under the control, of Seller or its servicer.

(c) All such escrow deposits that have not been disbursed pursuant to the Loan Documents are being conveyed by Seller to Freddie Mac and identified with appropriate detail.

(26) Valid Assignment.

(a) Each assignment of the Mortgage from Seller to Freddie Mac is in recordable form and constitutes the legal, valid and binding assignment from Seller to Freddie Mac, except as enforcement may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other laws relating to or affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(b) Each Mortgage is freely assignable without the consent of Borrower.

(27) Appraisals.

The Final Delivery Package contains an Appraisal that satisfies the guidelines set forth in Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989.

(28) Inspection of Property.

Seller inspected or caused to be inspected the Property in connection with the origination of the Loan.

(29) Qualification to Do Business.

To the extent required under applicable law, as of the Freddie Mac Funding Date Seller was authorized to transact and do business in the jurisdiction in which the Property is located, or the failure to be so authorized does not materially and adversely affect the enforceability of the Loan.

(30) Ownership.

(a) Immediately prior to the transfer of the Loan to Freddie Mac, Seller had good title to, and was the sole owner of, the Loan.

(b) Seller has full right, power and authority to transfer and assign the Loan to Freddie Mac and has validly and effectively conveyed (or caused to be conveyed) to Freddie Mac all of Seller’s legal and beneficial interest in and to the Loan free and clear of any and all liens, pledges, charges, security interests and/or other encumbrances of any kind.

(31) Deed of Trust.

If the Mortgage is a deed of trust, each of the following is true:

(a) A trustee, duly qualified under applicable law to serve as trustee, currently serves as trustee and is named in the deed of trust (or has been or may be substituted in accordance with applicable law by lender).

(b) Seller has not modified the deed of trust to provide for the payment of fees or expenses to the trustee by Seller, Freddie Mac or any transferee of Seller or Freddie Mac.

(32) Validity of Loan Documents.

(a) Based on the Opinion, the Note, Mortgage and other agreements that evidence or secure the Loan and were executed by or for the benefit of Borrower or any guarantor are the legal, valid and binding obligation of the signatory, enforceable in accordance with the terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

Seller may meet the representation and warranty set forth above by providing one of the following (“**Opinion**”):

(i) An opinion in the form set forth on Freddie Mac’s website.

(ii) An opinion that Freddie Mac’s counsel has approved in writing.

(b) There is no valid offset, defense, counterclaim, or right of rescission, abatement or diminution available to Borrower or any guarantor with respect to the Note, Mortgage or other agreement, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(c) To Seller’s knowledge, no offset, defense, counterclaim or right of rescission, abatement or diminution has been asserted by Borrower or any guarantor.

(33) Compliance with Usury Laws.

As of the Origination Date, the interest rate (exclusive of any default interest, late charges, yield maintenance charge, or prepayment premiums) of the Loan was in compliance with, or was exempt from, applicable state or federal laws, regulations and other requirements pertaining to usury.

(34) No Shared Appreciation.

The Loan has no shared appreciation rights (it being understood that equity holdings, including without limitation, preferred equity holdings, will not be considered shared appreciation rights with respect to the Loan), any other contingent interest feature or a negative amortization feature.

(35) Whole Loan.

The Loan is a whole loan and is not a participation interest in the Loan.

(36) **RESERVED**

(37) Full Disbursement.

The proceeds of the Loan have been fully disbursed and there is no requirement for future advances.

(38) No Advances.

No advance of funds has been made by Seller to Borrower (other than mezzanine debt and the acquisition of preferred equity interests by the preferred equity interest holder, as disclosed to Freddie Mac), and no advance of funds have, to Seller’s knowledge, been received (directly or indirectly) from any person or entity other than Borrower for or on account of payments due on the Loan.

(39) All Collateral Transferred.

All collateral that secures the Loan is being transferred to Freddie Mac as part of the Loan (other than (i) healthcare licenses, (ii) Medicare, Medicaid or similar federal, state or local third party payor programs, including housing assistance payments contracts or (iii) any federal, state or local permits or approvals for the operation of a wastewater treatment plant, sewer system or sewage treatment plant, private water system or similar facility, to the extent that any of the foregoing are not transferable without governmental approval).

(40) Loan Status; Waivers and Modifications.

All of the following are true and correct:

(a) The material terms of the Mortgage, Note and Loan Documents have not been waived, impaired, modified, altered, satisfied, canceled, subordinated or rescinded in any respect.

(b) Neither the Property nor any portion of the Property has been released from the lien of the Mortgage in any manner which materially interferes with the security intended to be provided by the Mortgage or the use, value or operation of the Property.

(c) Neither Borrower nor any guarantor has been released from its obligations under the Loan.

(41) Defaults.

(a) There exists no monetary default (other than payments due but not yet more than 30 days past due) or, to Seller’s knowledge, material non-monetary default, breach, violation or event of acceleration under the Loan.

(b) To Seller’s knowledge, there exists no event that, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a material default, breach, violation or event of acceleration under the Loan; provided however, that the representations and warranties set forth in this Paragraph 41(b) do not address or otherwise cover any default, breach, violation or event of acceleration that specifically pertains to any matter otherwise covered by any other representation or warranty made by the Seller. Provided, further, that a breach by Borrower of any representation or warranty contained in any Loan Document (each, a **“Borrower Representation”**) will not constitute a material non-monetary default, breach, violation or event of acceleration for purposes of this Paragraph 41(b) if the subject matter of such Borrower Representation is covered by any exception to any representation or warranty made by Seller in Exhibit G attached to the Commitment or Early Rate Lock Application.

(c) Since the Origination Date, except as set forth in the Final Delivery Package, neither Seller nor any servicer of the Loan has waived any material default, breach, violation, or event of acceleration under any of the Loan Documents.

(d) Pursuant to the terms of the Loan Documents, no person or party other than the holder of the Note and Mortgage may declare an event of default or accelerate the indebtedness under the Loan Documents.

(42) **RESERVED**

(43) Qualified Loan.

The Loan constitutes a “qualified mortgage” within the meaning of Section 860G(a)(3) of the Code (but without regard to the rule in Treasury Regulation Section 1.860G-2(f)(2) that treats a defective obligation as a “qualified mortgage” or any substantially similar successor provision). Any prepayment premiums and yield maintenance charges payable upon a voluntary prepayment under the terms of the Loan constitute “customary prepayment penalties” within the meaning of Treasury Regulation Section 1.860G-1(b)(2).

(44) Prepayment Upon Condemnation.

Seller has not modified the provisions of the Loan Documents which require that in the event of a taking of any portion of a Property by a State or any political subdivision or authority thereof, whether by legal proceeding or by agreement, if, immediately after the release of such portion of the Property from the lien of the Mortgage (but taking into account any planned restoration), the ratio of (A) the unpaid principal balance of the Loan to (B) the fair market value of the Property constituting the remaining Property is greater than 125%, Borrower can be required to apply the award with respect to such taking to prepay the Loan or prepay the Loan in the amount required to prevent the Securitization from failing to meet applicable federal income tax qualification requirements or subject the Securitization to any tax (“**REMIC Provisions**”) and such amount may not, to such extent, be used to restore the Property or be released to Borrower.

(45) Defeasance.

Only with respect to a Loan for which the Loan Documents permit defeasance, Seller has not modified the Loan Documents which require all of the following:

(a) The Loan cannot be defeased prior to the date that is two years following the date that the Note is assigned to a REMIC trust.

(b) The Loan cannot be defeased with any property other than government securities (as defined in Section 2(a) (16) of the Investment Company Act of 1940, as amended).

(c) Borrower is responsible for the payment of all reasonable costs and expenses of lender, including any rating agency fees, incurred in connection with (i) the defeasance of the Loan and the release of the Property and (ii) the approval of an assumption of the Loan.

(d) In connection with the defeasance, Borrower is required to deliver all of the following:

(i) An opinion to the effect that lender has a valid and perfected lien and security interest of first priority in the defeasance collateral.

(ii) An accountant’s certificate as to the adequacy of the defeasance collateral to make all scheduled payments.

(iii) An opinion to the effect that the defeasance complies with applicable REMIC Provisions.

(46) Releases of Property.

(a) The Mortgage does not require lender to release all or any portion of the Property from the lien of the Mortgage, except as in compliance with the REMIC Provisions and one of the following:

(i) Upon payment in full of all amounts due under the Loan.

(ii) In connection with a full or partial defeasance pursuant to provisions in the Loan Documents.

(iii) Unless such portion of the Property was not considered material for purposes of underwriting the Loan, was not included in the appraisal for the Property, or does not generate income.

(iv) Upon the payment of a release price at least equal to the allocated loan amount or, if none, the appraised value of the released parcel and any related prepayment.

(v) With respect to any Crossed Loan, in connection with the release of any cross-collateralization pursuant to provisions in the Loan Documents.

(b) With respect to clauses (iii), (iv) and (v) above, if the fair market value of the real property constituting the remaining Property immediately after the release of such portion of the Property from the lien of the Mortgage is not equal to at least 80% of the remaining principal amount of the Loan, the Loan Documents provide that Borrower is required to prepay the Loan in an amount equal to or greater than the amount required by the REMIC Provisions.

(47) Origination and Servicing.

The origination, servicing and collection practices used by Seller or, to Seller’s knowledge, any prior holder or servicer of the Loan have been in compliance with all applicable laws and regulations, and substantially in accordance with the practices of prudent multifamily lenders with respect to similar mortgage loans and in compliance with the Guide in all material respects.