

Multifamily Seller/Servicer Guide

Chapter 5

Seller/Servicer Representations and Warranties



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5.1 Applicability (09/28/18)

The representations and warranties are made by Seller/Service in its role as Seller and/or Service, as applicable.

Unless otherwise specifically set forth in a specific representation and warranty, the Seller/Service representations and warranties contained in this Chapter 5 are deemed to have been made as of the following dates:

- The Freddie Mac Funding Date for any Mortgage purchased by Freddie Mac on or after January 1, 1994
- The Transfer of Servicing Date for any Mortgage for which the Service acquired the Servicing on or after November 15, 1994
- The effective date of any Transfer of Ownership or substitution of collateral approved by Freddie Mac, (including any such transfer for a Delegated TAH Mortgage purchased by Freddie Mac), excluding any representation or warranty designated as “Purchase Only”

Unless a representation is made “to the knowledge of Seller/Service” or “to Seller/Service’s knowledge,” the Seller/Service’s representations and warranties are unconditional and absolute.

The phrase “to the knowledge of Seller/Service” or “to Seller/Service’s knowledge” will mean anything of which the Seller/Service is or should have been aware (1) after conducting such inquiry and due diligence as would customarily be required by reasonable commercial practices and/or (2) if it had exercised the degree of due diligence required by Section 2.15.

5.2 General Seller/Service representations and warranties (02/22/24)

a. Rent schedule or rent roll (02/22/24)

1. Any rent schedule or rent roll delivered to Freddie Mac does each of the following:
 - (A) Accurately states the number of units, beds, and/or pad sites, as applicable.
 - (B) Within a tolerance range of 7.5 percent, accurately discloses the gross potential rents and the actual leased unit rents for the Property.
2. To Seller/Service’s knowledge, the rent schedule or rent roll does not contain any material errors.

b. Property (09/28/18)

- The improvements lie within the boundaries of the Property
- The improvements are not damaged by fire, wind, water or other casualty (except as the Seller/Service has disclosed in writing to Freddie Mac)
- Except as the Seller/Service has disclosed in writing to Freddie Mac, no part of the Property has been taken as part of a condemnation or other similar proceeding, and to



Seller/Service's knowledge there is not any proceeding pending for the partial or total condemnation of the Property

- The Property is not encumbered by a Private Transfer Fee Covenant that was created on or after February 8, 2011

c. Loan Documents (09/28/18)

1. The Loan Documents are validly authorized and executed.
2. The transaction structure, the Loan Documents and the documents required to be delivered to Freddie Mac comply with the Purchase and Servicing Documents.
3. The terms and conditions of the Mortgage, as reflected in the Loan Documents, have not been amended, modified or supplemented by any other agreement or understanding between the Borrower or any Borrower Principal and the Seller/Service except as approved and/or required in writing by Freddie Mac.
4. Each document required to be delivered to Freddie Mac meets the following requirements, as applicable:
 - It is a complete and accurate copy of the document if the document is required by the Purchase and Servicing Documents to be delivered in electronic form
 - It is a complete and accurate original of the document if the document is required by the Purchase and Servicing Documents to be delivered in hardcopy form
5. The Seller/Service has retained a complete copy of each document required to be delivered to Freddie Mac in either electronic or hardcopy form.

NOTE: Freddie Mac does not require Seller/Services to retain an original of any document required to be delivered electronically to Freddie Mac. Each Seller/Service should consult its counsel and document retention policies with respect to retention of such original documents.

d. Insurance (09/28/18)

All insurance required by the Purchase and Servicing Documents and the Loan Documents is in full force and effect for the Property. In any instance where the Loan Documents and the Guide conflict, the Loan Documents will control.

e. No Payment Delinquency (09/28/18)

All payments due under the terms of the Mortgage have been made.

f. Freddie Mac Loan Documents (04/15/21)

1. The Seller/Service or its legal counsel (as applicable) has used a form and version of each Loan Document that appears in the Currently Acceptable Multifamily Loan Documents list or, for SBL Mortgages, in the Currently Acceptable Multifamily Loan



Documents – SBL list both available at mf.freddiemac.com/lenders/legal, during the period between (A) the date of the Letter of Commitment was issued, the date the early rate-lock application was submitted to Freddie Mac or the date a Servicing request for a Transfer of Ownership or substitution of collateral was submitted to Freddie Mac, and (B) the Origination Date or date of the Transfer of Ownership or substitution of collateral, as applicable, unless otherwise expressly permitted by the Purchase and Servicing Documents or as expressly approved in writing by Freddie Mac.

2. The text of each Loan Document used to document the Mortgage, Transfer of Ownership or substitution of collateral, as applicable, is identical to the form of that Loan Document made available at mf.freddiemac.com/lenders/legal, except for those changes expressly required or permitted by the Purchase and Servicing Documents or as expressly approved in writing by Freddie Mac.
3. The Seller has used the form of each additional Loan Document, or other document as applicable, attached to the Letter of Commitment or early rate lock application and has not made any changes to the text of the additional Loan Document, or other document as applicable, except those changes expressly required by or permitted in writing by Freddie Mac.
4. Neither the Seller/Servicer nor its legal counsel has made any modifications to any Loan Document other than those changes expressly required or permitted by the Purchase and Servicing Documents or as expressly approved in writing by Freddie Mac, including the choice of appropriate options within the Loan Document.
5. The Seller/Servicer or its legal counsel, as applicable, has made each change to the Loan Documents that is required by the Purchase and Servicing Documents or by Freddie Mac in writing, including the choice of appropriate options within the Loan Document.
6. If any Loan Document has been executed pursuant to a power of attorney (as approved by Freddie Mac, if required), the Seller/Servicer has attached one of the following, as applicable:
 - An original of the power of attorney to a document that will not be recorded
 - An original or a certified copy of the power of attorney to the certified copy of a recorded document

g. Persons prohibited from doing business with Freddie Mac (09/28/18)

For purposes of the representations and warranties set forth below, in connection with a Transfer of Ownership, “Borrower” and “Borrower Principal” include the proposed new Borrower and any proposed new Borrower Principal, as applicable, and “Property management company” includes the proposed new Property management company.

- Office of Foreign Assets Control Specially Designated Nationals

Prior to delivering to Freddie Mac the full underwriting package or the Servicing review package for a Transfer of Ownership request, as applicable, the Seller/Servicer has complied



with the requirements of Section 2.23, regarding the OFAC Designated Nationals and Blocked Persons List or the OFAC Consolidated Sanctions List.

- Exclusionary List

For each Mortgage or Servicing Transfer of Ownership request, as applicable, the Seller/Service has complied with Section 2.18 regarding the Freddie Mac Exclusionary List.

- FHFA SCP List

Prior to delivering to Freddie Mac the full underwriting package or the Servicing review package for a Transfer of Ownership, as applicable, the Seller/Service has complied with the requirements of Section 2.24 regarding the FHFA SCP List.

h. No waiver (09/28/18)

The Seller/Service has not waived or released the Borrower from any obligation under the Note or any other Loan Document or waived or released any guarantor from any obligation under any Guaranty.

i. Summaries of documents (09/28/18)

Each summary of a legal document provided to Freddie Mac by the Seller/Service or its legal counsel fairly and accurately summarizes all material aspects of the document and otherwise meets the standards set forth in Section 6.7.

5.3 Purchase-only Seller/Service representations and warranties (09/28/18)

a. Sale documents (09/28/18)

1. The Seller/Service is the legal and beneficial owner of the Note and assignee of all applicable Loan Documents, free and clear of any liens, defenses, security interests, rights of offset, or other charges.
2. The Seller/Service has duly executed and delivered the Letter of Commitment or early rate-lock application, the Assignment of Security Instrument, the endorsement of the Note to Freddie Mac, the assignments of the Financing Statements, the assignment of the Loan Agreement and all other Loan Documents, the assignment of any Guaranty and all other documents purporting to assign the Mortgage or related documents to Freddie Mac ("Sale Documents") and such documents are effective to transfer to Freddie Mac all of the Seller/Service's right, title and interest in the Mortgage.
3. The Assignment of the Security Instrument and the assignment(s) of the Financing Statement(s) have been properly filed or recorded in each office necessary to establish Freddie Mac as the holder of (i) the Mortgage, and (ii) a perfected security interest in the personal property and fixtures described in the Financing Statements.
4. Each individual who executed the Sale Documents on behalf of the Seller/Service has the legal power, right, and actual authority to bind the Seller/Service to the terms and conditions of the Sale Documents.



5. For each Seniors Housing Mortgage, the Seller/Servicer has duly executed and delivered the assignment of the Collateral Assignment of Management Agreement, the assignment of any servicing contracts and the assignment(s) of Licenses, Certificates and Permits and such documents are sufficient to transfer to Freddie Mac all the Seller/Servicer's right, title and interest and to vest in Freddie Mac the right to exercise all rights and remedies under each document.
6. For each Mortgage purchased by Freddie Mac, the Seller/Servicer warrants that Freddie Mac may, at any time and without limitation, require the Seller/Servicer, at the Seller/Servicer's expense, to make such endorsements to and assignments (including recordation) of any of the Loan Documents to perfect and evidence the interests of Freddie Mac and/or its successors and assigns.

b. Disbursement of proceeds (09/28/18)

The settlement sheet/disbursement statement is correct in all material respects, and all loan proceeds have been disbursed to or for the benefit of the Borrower.

c. Warehoused Mortgages (09/28/18)

1. With respect to any Mortgage that is pledged to a warehouse lender, the pledged Mortgage is free and clear of any security interests, claims and encumbrances of any third party, including the warehouse lender.
2. The wire transfer or Mortgage Participation Certificate (PC) delivery instructions delivered to Freddie Mac are in accordance with the Seller/Servicer's agreement with the warehouse lender.

d. Origination fees (09/28/18)

1. The Seller/Servicer has charged a fee for the origination of the Mortgage in an amount that satisfies the requirements for a Minimum Origination Fee set forth in Section 17.1(f) or 18SBL.1(f), as applicable.

This representation and warranty does not apply to any Mortgage purchased by Freddie Mac under the Multifamily Negotiated Transactions Program or for which Freddie Mac has provided credit enhancement under the Multifamily Negotiated Transactions Program.

2. The proceeds of the Mortgage have not been used to finance loan origination fees or comparable fees to the Seller/Servicer in excess of the amount permitted by the Purchase and Servicing Documents for the applicable purchase program or product.

e. Participation Interest (09/28/18)

If Freddie Mac is purchasing a participation interest in a Mortgage, the Seller/Servicer represents and warrants that the Mortgage is not subject to any other participation interest.

The Seller/Servicer will not sell, assign, convey, hypothecate, pledge or in any other way transfer, conditionally or otherwise, its interest in any Mortgage in which Freddie Mac has



purchased a participation interest, except as expressly permitted in the Purchase and Servicing Documents.

f. Compliance with program or product requirements (09/28/18)

The Mortgage meets all requirements of the applicable Freddie Mac purchase program or product as set forth in the Guide (as amended by the Purchase and Servicing Documents, as applicable), except as otherwise approved in writing by Freddie Mac.

5.4 Representations and warranties with respect to third-party documents (09/28/18)

a. Third-party documents (09/28/18)

The representations and warranties in Section 5.4(b) apply to the following documents prepared by third parties and delivered to Freddie Mac:

1. Credit report
2. Appraisal and/or updated Appraisal
3. Property condition report (or the [Form 1104, SBL Physical Risk Report](#), or the [Form 1108, Physical Risk Report](#), if applicable)
4. Environmental report, updated environmental report, or a neighborhood hazardous waste activity report
5. Title report, title commitment and title policy
6. Survey
7. Flood zone determination
8. Wood-damaging insect report (e.g., reports on damage by termites, powderpost beetles, carpenter ants, etc.)
9. Zoning report (or zoning certification for an SBL Mortgage)
10. Seismic Risk Assessment (SRA), if applicable
11. Green Report, if applicable
12. Any other third-party reports required by the Seller/Service or the Purchase and Servicing Documents

b. Representations and warranties regarding third-party reports (09/28/18)

1. The Seller/Service has examined the third-party report.
2. The Seller/Service has determined that the preparer of the third-party report is appropriately qualified as required by the Guide, and has the insurance, if any, required by the Guide.



3. To Seller/Servicer's knowledge, the third-party report was prepared in the manner required by the Guide.
4. To Seller/Servicer's knowledge, the third-party report is complete and accurate.
5. Seller/Servicer has not failed to advise Freddie Mac in writing of any information, conclusion or recommendation contained in any third-party report that could have a material adverse effect on the value of the Mortgage or the Property.

5.5 Fraud or material misrepresentation; material issues (09/28/18)

Each of the following representations and warranties is made to Seller/Servicer's knowledge.

a. Fraud or misrepresentation by Seller (09/28/18)

None of the Seller/Servicer, its employees, or its Principals have done either of the following:

- Made any representation that any of them knew, should have known, or now knows is untrue or misleading
- Omitted to state any fact whose omission renders the information provided to Freddie Mac untrue or misleading

b. Fraud or misrepresentation by Borrower or others (09/28/18)

There has not been any act or omission by the Borrower or any other individual or entity that renders the information provided to Freddie Mac untrue or misleading. There is not any act or omission of which the Seller/Servicer in the exercise of reasonable diligence should have been aware.

c. Material adverse effect on Mortgage or Property (09/28/18)

None of the Seller/Servicer, its employees or any of its Principals have committed any negligent act or omission that does either of the following:

- Has a material adverse effect on the value of the Mortgage or the Property
- Materially changes the nature of the Mortgage from what the Seller/Servicer represented to Freddie Mac

d. Disclosure of material issues (09/28/18)

The Seller/Servicer has advised Freddie Mac in writing of any issue with any of the following matters:

1. The structure of the transaction
2. Documents or interests to which title to the Property is subject



3. The structure of the Borrower (if the Borrower is an entity)
4. The laws of the jurisdiction in which the Property is located
5. The laws of the jurisdiction under whose laws the Borrower is organized (if the Borrower is an entity)
6. Modifications of Loan Documents or use of other documents (including a power of attorney or modifications related to an amended and restated loan structure) that, unless addressed in the transaction structure or legal documents as recommended by the Seller/Servicer, may cause any of the following:
 - Material limitation of document enforceability
 - Material impediment to foreclosure
 - Title to the Property being subject to encumbrances or interests that would materially impede the sale of the Property or would materially reduce the sale price following foreclosure
 - Material increase in the risks that would result from the Borrower or a guarantor becoming the subject of a bankruptcy or insolvency proceeding

e. Investment quality (09/28/18)

The Seller/Servicer has disclosed to Freddie Mac in writing any matter known to the Seller/Servicer that would render the Mortgage not of investment quality (as defined in Section 10.7).

f. Information provided by Borrower (09/28/18)

The information provided by the Borrower is not false, incomplete or misleading.

g. No default (09/28/18)

No default has occurred and is continuing under the Note or any other Loan Document.

5.6 Data submission; Electronic Signatures (09/28/18)

a. Data submission (09/28/18)

If the Seller/Servicer transfers data and/or information via the Freddie Mac Software Applications or any other electronic format approved by Freddie Mac, the Seller/Servicer represents and warrants that, to the best of its knowledge, the following statements are true and correct:

- The transmission is complete and accurate
- The Seller/Servicer has used the most current version of the applicable software



b. Electronic Signatures (09/28/18)

With respect to any Records or Electronic Records submitted or transmitted to Freddie Mac, any party who transmitted or submitted Records or Electronic Records to Freddie Mac using the Seller/Servicer's Electronic Signature has been authorized to do so.

5.7 Compliance with Laws (09/28/18)

a. Laws, regulations, codes and orders (09/28/18)

The Seller/Servicer has complied with the following laws, regulations and orders, as each may be further amended from time to time:

1. Title VIII of the Civil Rights Act of 1968, as amended, 42 USC §§3601 et seq. (1996), (the "Fair Housing Act") and implementing regulations promulgated by the Department of Housing and Urban Development or any successor agency, 24 CFR Part 100 et seq. (1996).
2. Title VII of the Consumer Credit Protection Act, as amended, 15 USC §§1691 - 1691f (1996), (the "Equal Credit Opportunity Act") and implementing regulations promulgated by the Board of Governors of the Federal Reserve Board or any successor agency, 12 CFR Part 1002 (2011) ("Regulation B"), including notices of adverse action (which the Seller/Servicer must send on behalf of Freddie Mac) and all other requirements in connection with mortgages offered for sale to Freddie Mac.
3. Section 527 of the National Housing Act, as amended, 12 USC §1735f-5 (1996).
4. The Fair Credit Reporting Act (FCRA), 15 USC§1681 et seq. (1996), as amended in 2003, and implementing regulations issued under that Act, including notices of adverse action (which the Seller/Servicer must send on behalf of Freddie Mac) and all other requirements in connection with mortgages offered for sale to Freddie Mac.
5. The foreign assets control regulations, 31 C.F.R. Chapter V, as amended, and any authorizing legislation or executive order relating thereto, as administered by the Office of Foreign Assets Control (OFAC) within the United States Department of the Treasury (collectively "OFAC Regulations").
6. As applicable, the Bank Secrecy Act, 31 U.S.C. §5311 et seq., the Money Laundering Control Act, 18 U.S.C. §§1956 and 1957, and Title III of the USA PATRIOT Act, Public Law 107-56, and implementing regulations promulgated by the Financial Crimes Enforcement Network, 31 CFR Chapter X.
7. All other applicable federal, State and local laws, regulations, codes or orders that apply to the Seller/Servicer.

b. Compliance with licensing, business and other related laws (09/28/18)

The Seller/Servicer and, if applicable, the originator of the Mortgage have complied with all applicable laws relating to licensing, qualification to do business or approval to originate Mortgages.



5.8 Cooperatives (09/28/18)

If the Borrower is a cooperative housing corporation, the Seller/Servicer represents and warrants the following:

- The proprietary leases contain a stipulation that they are subordinate to any Mortgage granted by the cooperative
- There are no provisions in the cooperative's constituent documents restricting the rights of the blanket mortgage lender to enforce its security interest
- The sale of shares or membership certificates in the cooperative complies with applicable federal and State laws
- The cooperative is endowed with the power to act against a shareholder for nonpayment of maintenance charges

5.9 On-going Warranties (09/28/18)

a. Net worth (09/28/18)

The Seller/Servicer is currently in compliance and at all times will comply with the net worth requirements stated in Chapter 3.

b. Insurance (09/28/18)

The Seller/Servicer currently maintains and at all times will maintain fidelity insurance and mortgagee errors and omissions insurance in compliance with the requirements of Section 3.16.

c. Exclusionary List (09/28/18)

The Seller/Servicer currently maintains sufficient controls to comply with and will at all times comply with all requirements relating to the use and confidentiality of the Freddie Mac Exclusionary List set forth in Section 2.18 and Chapter 7.

d. Suspended Counterparty Program (09/28/18)

The Seller/Servicer currently maintains sufficient procedures and will at all times maintain sufficient procedures to ensure that it does not employ or contract with individuals or entities whose names appear on the FHFA SCP List for any purpose directly related to the origination, underwriting or Servicing of a Mortgage to be sold to or sold to and currently held by Freddie Mac in accordance with 2.24.

e. Private Transfer Fee Covenants (09/28/18)

The Seller/Servicer currently maintains sufficient controls to ensure and will at all times ensure that it does not inadvertently deliver a Mortgage on a Property encumbered by a Private Transfer Fee Covenant that was created on or after February 8, 2011.

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5.10 Servicing facilities and duties (09/28/18)

a. Authorization to service (09/28/18)

The Seller/Servicer has complied with and will continue to comply with all applicable laws relating to licensing, qualification to do business and approval to service Mortgages. The Seller/Servicer further represents and warrants that compliance with the terms and conditions of the Purchase and Servicing Documents will not conflict with, result in a breach of or default under, or be adversely affected by any of the following:

- Any term or condition of the Seller/Servicer's charter or bylaws
- Any agreement or instrument to which the Seller/Servicer is a party
- Any judgment, order or regulation to which the Seller/Servicer is subject

b. Facilities and staff (09/28/18)

The Seller/Servicer maintains and will continue to maintain adequate facilities and experienced staff and will take all actions necessary to ensure that the Mortgages and Real Estate Owned (REO) in which Freddie Mac has an interest are serviced in accordance with the Purchase and Servicing Documents, any applicable law, any applicable regulation or requirement and any instructions issued by Freddie Mac.

c. Accuracy and completeness of data submissions (09/28/18)

With respect to any report or remittance that the Guide requires the Seller/Servicer to prepare and submit to Freddie Mac, the Seller/Servicer warrants that the report or remittance will be prepared and submitted in accordance with the requirements of the Guide and will be complete and accurate.

5.11 Enforcement of Loan Documents (09/28/18)

The Seller/Servicer warrants that any action taken by it when enforcing the rights of the holder of the Mortgage or the Servicer under the Loan Documents will not violate the terms of any covenant in the Loan Documents. The Seller/Servicer also warrants that it will enforce these rights under the Loan Documents based on instructions or guidance provided by Freddie Mac.

5.12 Pay-off Quotes (09/28/18)

Each time the Servicer submits a pay-off quote, the Servicer represents and warrants that it has prepared and communicated to the Borrower or its agent accurate principal and interest amounts for the full prepayment or full payoff of a Mortgage. If Freddie Mac has delegated the responsibility for calculating prepayment premiums to the Servicer, the Servicer further represents and warrants that any prepayment premium which the Servicer has calculated is accurate.



5.13 Additional Product Warranties (09/28/18)

For each Mortgage sold to Freddie Mac under the Multifamily Conventional Cash Mortgage Purchase Program, the SBL Purchase Product or the Targeted Affordable Housing Cash Mortgage Purchase Program, in addition to the representations and warranties set forth in the Purchase and Servicing Documents, the Seller/Servicer is deemed to make the representations and warranties in the [Seller/Servicer Representations and Warranties](#) document or [Seller/Servicer Representations and Warranties - SBL](#) document, as applicable, that is available to Seller/Servicers at mf.freddiemac.com/lenders/legal/.

The Seller/Servicer Representations and Warranties and Seller/Servicer Representations and Warranties - SBL, as applicable, will be

- Subject to any Exception(s) that are listed in the Letter of Commitment or early rate lock application
- Made to Freddie Mac and its successors and assigns
- Made as of the Freddie Mac Funding Date, unless Freddie Mac has specified a different date

If the Seller/Servicer takes any Exception, the Seller/Servicer represents and warrants that it has obtained the written approval for the Exception from the applicable Freddie Mac *Multifamily Attorney* prior to originating the Mortgage.

5.14 Survival of representations and warranties; remedies (09/28/18)

The representations and warranties in the Purchase and Servicing Documents for any Mortgage purchased by Freddie Mac survive payment of the purchase price by Freddie Mac.

When any party has purchased a Mortgage from Freddie Mac that Freddie Mac previously purchased from a Seller/Servicer, if there is a breach of the Seller/Servicer's representations and warranties, Freddie Mac may exercise any rights or remedies at law or in equity on behalf of that party to the extent that party does not affirmatively do so. If there is a breach of the representations and warranties, Freddie Mac may also exercise its discretion to suspend or terminate a Seller/Servicer pursuant to the Guide, including Chapters 4, 47 and 48.

5.15 Reliance on the Seller/Servicer (09/28/18)

The representations and warranties, Freddie Mac's right to rely on them and the Seller/Servicer's liability for breach of any of them are not affected or limited by any review or investigation (including any pre-purchase review of the Property or documentation) or lack of review or investigation, made by or on behalf of Freddie Mac, whether prior to or after payment of the purchase price by Freddie Mac, except when Freddie Mac expressly waives in writing its rights of enforcement of such representations and warranties or waives Seller/Servicer's liability.

Unless Freddie Mac expressly approves in writing a change or modification to, or waiver of, any term or condition to the Purchase and Servicing Documents or the Guide, the mere delivery of documentation to Freddie Mac or inaction by Freddie Mac after receipt of documents will not be deemed to constitute approval for any change or modification to, or waiver of, any requirements of the Purchase and Servicing Documents or the Guide.



Seller/Servicer acknowledges that Freddie Mac and any transferees or assignees of Freddie Mac purchase Mortgages in reliance on the accuracy and truth of the Seller/Servicer's representations and warranties and on the Seller/Servicer's compliance with the agreements, requirements, terms and conditions set forth in the Purchase and Servicing Documents.

5.16 Reliance on Legal Counsel (09/28/18)

When the Guide requires the Seller/Servicer's legal counsel to analyze, summarize or provide documentation to Freddie Mac or to make certifications regarding its review of title, survey, legal descriptions or other documentation, then for the purposes of Seller/Servicer's representation and warranties, the Seller/Servicer's legal counsel will be deemed to be performing such work on behalf of the Seller/Servicer.

For origination, purchase and Servicing of SBL Mortgages or TELs, when the Guide requires or Freddie Mac requests Single Counsel to analyze, summarize or provide documentation to Freddie Mac or to make a certification regarding its review of title, survey, legal descriptions or other documentation, for the purposes of the Seller/Servicer's representation and warranties, Single Counsel will be deemed to be performing such work on behalf of the Seller/Servicer and Freddie Mac. The Seller/Servicer and Freddie Mac will both rely on Single Counsel for any matters Single Counsel handles for the Seller/Servicer and Freddie Mac.

5.17 Multifamily Negotiated Transactions Program warranties (09/28/18)

In addition to all other representations and warranties set forth in the Purchase and Servicing Documents, with respect to each Mortgage sold to Freddie Mac under the terms of the Multifamily Negotiated Transactions Program, the Seller represents and warrants as follows:

a. Accuracy of information (09/28/18)

1. The purchase information and other information verified by the Seller/Servicer will be true and correct as of the date of verification and as of the related settlement date.
2. The ending principal balance shown on the Loan-Level Report that the Servicer transmits as of the close of the first monthly accounting reporting period following the settlement date is equal to the unpaid principal balance (UPB) of the related Mortgage as verified.
3. As of the settlement date, the market value of the Property is at least equal to the appraised value as of the date of the origination of the related Mortgage.

b. Environmental events or conditions (09/28/18)

As of the settlement date, to Seller's knowledge, the Seller has no knowledge of, nor any reason to believe that, with respect to the Property any of the following is true:

- There is or has been any storage, disposal or discharge of hazardous materials or substances on or affecting the Property.
- Any events have occurred or conditions exist that constitute material violations of applicable local, State or federal environmental or public health laws.



- Any environmental or public health litigation or administrative action by any private party or public authority is pending or threatened with respect to the Property.

c. Financial status (09/28/18)

As of the date of the supplement to the PC offering circular, if applicable, to the best of Seller's knowledge, the Seller has no reason to believe that either of the following is true:

- Any specific Mortgage may reasonably be expected to be prepaid for any reason.
- Any Borrower of any Mortgage has in the past or is presently experiencing financial difficulty that may reasonably be expected to result in a Delinquency under any Mortgage.

d. Accuracy of disclosure (09/28/18)

As of the date of the supplement to the PC offering circular, if applicable, to the best of Seller's knowledge, the Seller does not know of any facts that are material to an investor's decision whether to purchase the PCs representing interests in the Mortgages that will not be disclosed in the supplement to the PC offering circular.

e. Loan Documents (09/28/18)

For all Mortgages submitted on documents other than the Loan Documents, the terms of the Note and Security Instrument

1. Grant assignments of rents and other revenues and inspection rights substantially equivalent to those contained in the Loan Documents.
2. Grant default and foreclosure rights that are substantially equivalent to those contained in the Loan Documents.
3. Contain a special waiver of homestead, dower or similar marital rights and of redemption rights after foreclosure in those jurisdictions where such waivers are necessary to protect the lender's interest.
4. Contain no provision for a grace period following a partial prepayment.
5. Comply in full with all requirements of the Guide other than the requirements relating to Loan Documents.
6. Allow for Servicing in full compliance with the Guide.

f. Affordable housing (09/28/18)

On a case-by-case basis, Freddie Mac may require the Seller to make an additional representation and warranty as follows:



The Seller represents and warrants that the Seller has in effect an affordable housing lending program. Under that program, the Seller will use that portion of the proceeds of the sale of the Mortgages applicable to affordable housing units to fund the origination of new Mortgages or refinancing of existing Mortgages secured by properties containing affordable housing units. Affordable housing units are units in the Property that meet the special affordable housing goal set forth in 12 USC Section 4563 and implementing regulations.

5.18 Determination of Materiality (12/12/24)

To the extent that any Seller/Servicer representation and warranty under this Guide (including any given by the Seller/Servicer to Freddie Mac in any certification, form, commitment or other document or agreement) contemplates a determination of materiality, such determination will be made by Freddie Mac in good faith and its sole discretion based upon a commercially reasonable standard and such decision will be binding and conclusive absent manifest error. For the purposes of this section, such determinations of materiality will include, without limitation, determining whether: (i) certain information or facts are material, (ii) an amount is material, (iii) a material adverse change has occurred or a material adverse effect exists, (iv) all material information has been disclosed, (v) there has been a material omission or material misrepresentation, or (vi) a requirement is satisfied in all material respects.