Freddie Mac Loan Number:

Property Name:

**Legal Certification of Outside Counsel – TEL**

(Revised 6-27-2023)

To: Federal Home Loan Mortgage Corporation

Re: [PROPERTY NAME]

 I, [ATTORNEY], am a partner of the law firm of [FIRM], which has served as outside legal counsel to the Federal Home Loan Mortgage Corporation (“**Freddie Mac**”) in connection with Freddie Mac’s acquisition of the above-referenced tax-exempt loan (the “**Loan**”). In connection with such representation, I have reviewed the Freddie Mac commitment letter for the Loan, dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Commitment**”), between Freddie Mac and [SELLER/SERVICER], as well as execution copies of the loan documents described in Exhibit A attached hereto (the “**Loan Documents**”).

 As a result of such review, I hereby certify to Freddie Mac each of the following:

1. The Loan Documents accurately reflect, in all material respects, the terms of the transaction set forth in the Commitment.

2. The Loan Documents have been prepared using approved Freddie Mac form documents where applicable, with modifications, if any, deemed appropriate by Freddie Mac counsel and/or approved by the Commitment.

3. Upon Freddie Mac’s acquisition of the Loan (such date of purchase by Freddie Mac being referred to as the “**Freddie Mac Purchase Date**”), I will promptly deliver or cause to be delivered to Fiscal Agent via e-mail and overnight delivery the executed Notice of Freddie Mac Purchase Date, attaching Freddie Mac’s executed Transferee Representations Letter in the form attached to the Funding Loan Agreement, each dated as of the Freddie Mac Purchase Date. Immediately following such delivery to Fiscal Agent, I will deliver or cause to be delivered a copy of the same to Freddie Mac via Multifamily DMS.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Signature

**Exhibit A**

**Loan Documents**

1. Funding Loan Agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and among [GOVERNMENTAL LENDER] (the “**Governmental Lender**”), [FISCAL AGENT], as fiscal agent (the “**Fiscal Agent**”), and [IMMEDIATE: SELLER/SERVICER][FORWARD: CONSTRUCTION LENDER] (the “**Initial Funding Lender**”)

2. [ISSUE DESIGNATION], dated \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by Governmental Lender payable to the order of Initial Funding Lender [IF FORWARD: , endorsed to [SELLER/SERVICER] (the “**Seller/Servicer**”) and further endorsed to Freddie Mac]

3. Project Loan Agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and among Governmental Lender Fiscal Agent, and [BORROWER] (the “**Borrower**”)

4. [IF IMMEDIATE:] Project Note, dated \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by Borrower payable to the order of Governmental Lender and endorsed to Fiscal Agent

 **OR**

4. [IF FORWARD:] Amended and Restated Project Note, dated \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by Borrower payable to the order of Fiscal Agent

5. Continuing Covenant Agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between [IMMEDIATE: Initial Funding Lender] [FORWARD: Seller/Servicer] and Borrower

6. [IF IMMEDIATE:] [MORTGAGE], dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between Borrower and Governmental Lender, as assigned by Governmental Lender to Fiscal Agent pursuant to the Assignment of Security Instrument, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

 **OR**

6. [IF FORWARD:] Amended and Restated [MORTGAGE], dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between Borrower and Fiscal Agent

7. Freddie Mac Rider to Regulatory Agreement, as attached to the [REGULATORY AGREEMENT], dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and [among][between] Governmental Lender[, Fiscal Agent,] and Borrower

8. Guaranty, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by [GUARANTOR] in favor of [IMMEDIATE: Initial Funding Lender] [FORWARD: Seller/Servicer]

9. Assignment of Management Agreement and Subordination of Management Fees, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and among Borrower, [PROPERTY MANAGER], and [IMMEDIATE: Initial Funding Lender] [FORWARD: Seller/Servicer]

10. Transferee Representations Letter, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by [IMMEDIATE: Initial Funding Lender] [FORWARD: Seller/Servicer]

11. Transferee Representations Letter, to be dated as of the Freddie Mac Purchase Date, made by Freddie Mac

12. Omnibus Assignment, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by [IMMEDIATE: Initial Funding Lender] [FORWARD: Seller/Servicer] in favor of Freddie Mac

13. [IF FORWARD:] Assignment of Rights and Interests, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by Initial Funding Lender in favor of Seller/Servicer and acknowledged and consented to by Borrower

14. [IF IMMEDIATE:] Guaranty of Completion, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by Guarantor in favor of Initial Funding Lender

15. [IF IMMEDIATE:] Guaranty of Operating Deficits, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, made by Guarantor in favor of Initial Funding Lender

16. [LIST ALL ADDITIONAL LOAN DOCUMENTS REQUIRED BY THE COMMITMENT OR OTHERWISE SPECIFIC TO THIS TRANSACTION FOR WHICH THERE ARE FREDDIE MAC FORMS (E.G., LETTERS OF CREDIT, SUBORDINATION AGREEMENTS, CONSENT TO ASSIGNMENT OF HAP CONTRACT, MASTER LEASE DOCUMENTATION, ETC.)]