

Property Management Change Certification
See Multifamily Seller/Servicer Guide Section 43.19



***** No changes to this form are permitted other than filling in blanks *****

Loan Data

Freddie Mac Loan Number ("Loan")	Servicer Loan Number
Property Name	Property Location (City, State)
Current Property Management Company	Current Property Management Fee
New Property Management Company <small>*Include d/b/a or f/k/a and website, if available, or deliver a resume or brochure</small>	Effective Date of New Management Agreement
New Sub-Property Management Company (if applicable) <small>*Include d/b/a or f/k/a and website, if available, or deliver a resume or brochure</small>	Effective Date of New Sub-Management Agreement
Execution Path	Securitization # (if applicable)

Check all that apply:

- ☐ Cash ☐ Tax-Exempt Bond ☐ Structured Transaction ☐ Student Housing ☐ Unstabilized/Rehab/Lease-Up
☐ Bond ☐ LIHTC/Section 8 ☐ Seniors Housing ☐ Small Balance ☐ Transitional Line of Credit
☐ Top 10 UPB loan in Securitization ☐ Other: _____

Borrower Certification

In connection with the change of the property management for the Property, Borrower certifies to Lender (owner of the loan) that each of the following statements is true and complete:

1. New Property Management Company is affiliated with Borrower: ☐ Yes ☐ No

If yes, explain:

2. The new management fee is as follows: _____
3. The term of the new Management Agreement will be: _____
4. The new Management Agreement or new Sub-Management Agreement, if applicable, does not include any terms that are not customary in the market area in which the Property is located.
5. The Loan is current and Borrower is not aware of any Event of Default which has occurred and is continuing with respect to the Loan.
6. Borrower has obtained the consent of any other party required to consent to a change of the Property Management Company or Sub-Property Management Company for the Property.

Property/Sub-Property Management Company Certification

In connection with the change of the property management for the Property, Property Management Company or Sub-Property Management Company (if applicable) certifies to Lender that each of the following statements is true and complete:

- As of the date of this Certification, there is no significant litigation pending or threatened against it.
- The Management Agreement and/or Sub-Management Agreement (if applicable) does not include any terms which are not customary in the market area in which the Property is located.
- It is not the target of any sanctions law administered or enforced by the U.S. Treasury Department Office of Foreign Assets Control (OFAC), including the following lists (which are available on www.treasury.gov):
 - The most current OFAC Specially Designated Nationals and Blocked Persons (SDN) List
 - OFAC Consolidated Sanctions List
- It is not listed on the Federal Housing Finance Agency's Suspended Counterparty Program List (available on www.fhfa.gov).

Borrower and Property/Sub-Property Manager

Each Borrower and Property Management Company and/or Sub-Property Management Company acknowledges that Freddie Mac does not endorse or provide blanket approvals of any property management company for any purpose. Each of Borrower and Property Management Company and/or Sub-Property Management Company has conducted its own due diligence with respect, as applicable, to the suitability of Property Management Company to manage the Property and the commercial reasonableness of the terms of the Management Agreement.

Each of Borrower and Property Manager has executed this Certification as of the dates indicated below.

Borrower, as identified in the Loan Agreement	New Property Management Company
Entity Name:	Entity Name:
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Borrower, as identified in the Loan Agreement	New Sub-Property Management Company (if applicable)
Entity Name:	Entity Name:
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Servicer/Primary Servicer (as applicable, "Servicer") Certification

In connection with the change of the property management for the Property, Servicer certifies to Lender that each of the following statements is true and complete:

- The New Property Management Company and New Sub-Property Management Company (if applicable) is listed on the "Property Management Company List" available to Servicer on mf.freddie.mac.com (PMC List). Servicer acknowledges that the PMC List does not indicate Freddie Mac's endorsement of or approval of any property management company for any purpose.
- The New Property Management Company, New Sub-Property Management Company (if applicable), new Management Agreement, and new Sub-Management Agreement (if applicable) comply in all material respects with the applicable requirements under the Loan Agreement (or, if no Loan Agreement, the Security Instrument) and *Freddie Mac Multifamily Seller/Servicer Guide* ("Guide").
- The Loan is current and no Event of Default has occurred and is continuing with respect to the Loan.
- Unless the new Management Agreement and new Sub-Management Agreement (if applicable) has been or will be assigned to Lender pursuant to an Assignment of Management Agreement and Subordination of Fees, each of the following is true:
 - The new Management Agreement and new Sub-Management Agreement (if applicable) is terminable with not more than 30 days' notice without cause and without payment of a penalty or termination fee.
 - The new management fee and new sub-management fee (if applicable) is less than the greater of the following:
 - Current management fee
 - Seven percent
- It has determined that the New Property Management Company and New Sub-Property Management Company (if applicable) is not the target of any sanctions law administered or enforced by the U.S. Treasury Department Office of Foreign Assets Control (OFAC), including a person or entity identified on the most current OFAC Specially Designated Nationals and Blocked Persons (SDN) List or OFAC Consolidated Sanctions List in accordance with Section 2.23 of the Guide.
- It has reviewed the Federal Housing Financing Agency (FHFA) Suspended Counterparty Program (SCP) List in accordance with Section 2.24 of the Guide and the New Property Management Company and New Sub-Property Management Company (if applicable) is not identified on the FHFA SCP List, subject to any conditions or exclusions set forth in any applicable FHFA SCP final suspension order published on FHFA's SCP website.
- It has reviewed the Freddie Mac Exclusionary List in accordance with Section 2.18 of the Guide and that no New Property Management Company and New Sub-Property Management Company (if applicable) has its name on the Exclusionary List.
- It has performed Web Searches on the New Property Management Company, New Sub-Property Management Company (if applicable) and hereby certifies that a material incident was not identified, including any of the following:
 - Adverse information regarding any Financial Crime
 - Negative credit events
 - Adverse actions that may pose a reputational risk for Freddie Mac including prior suits by tenants for improperly maintaining facilities (e.g., with regard to insects or rodent pest control) or other negative news events

For a Securitized Loan Only: Servicer recommends approval of Borrower's request to approve New Property Management Company, New Sub-Property Management Company (if applicable), the new Management Agreement, and the new Sub-Property Management Agreement (if applicable)

For a Non-Securitized Loan Only: Servicer approves the New Property Management Company, New Sub-Property Management Company (if applicable), new Management Agreement, and new Sub-Property Management Agreement (if applicable)

Servicer
Entity Name:
Authorized Signature:
Print Name:
Title:
Date:

Attachments

The following are required to be attached to this Certification:

Exhibit A: Fully Executed copy of the new Management Agreement and if applicable, fully-executed copy of the new Sub-Management Agreement.

Exhibit B (if applicable): Freddie Mac form of Assignment of Management Agreement and Subordination of Fees OR Assignment of Management Agreement and Sub-Management Agreement and Subordination of Management Fees and Sub-Management Fees. The current forms can be found on mf.freddiemac.com, and should be executed by Borrower and new Property Managers. **NOTE: Exhibit B is not applicable for Freddie Mac Small Balance Loans**

Acknowledged:

Lender
Federal Home Loan Mortgage Corporation
Authorized Signature:
Print Name:
Title:
Date:

Approved:

Master Servicer ¹
Entity Name:
Authorized Signature:
Print Name:
Title:
Date:

¹In reliance on the certifications contained in this document, the entity named above, in its capacity as Master Servicer, approves this change of the property management for the Property, subject to Servicer's timely compliance with all applicable terms, provisions and conditions set forth in the Loan Documents, the applicable pooling and servicing agreement and sub-servicing agreement, and the *Freddie Mac Multifamily Seller/Servicer Guide*.