

## Exhibit A to Opinion Of Borrower's Counsel

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

OMB Approval No. 2502-0598  
(Exp. 06/30/2017)

(To be used in HUD-Insured Multifamily  
Transactions)

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### CERTIFICATION OF BORROWER

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

1. The Organizational Documents are the only documents creating Borrower or authorizing the Loan, and the Organizational Documents have not been amended or modified except as represented to Borrower's Counsel and as represented in the Opinion Letter.
2. The terms and conditions of the Loan as reflected in the Loan Documents as defined in the Opinion Letter to which this is attached have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.
3. Borrower was formed under the laws of the [State] [Commonwealth] of \_\_\_\_\_.
4. The execution and delivery of the Loan Documents as defined in the Opinion Letter to which this is attached will not (i) cause Borrower to be in violation of or constitute a material default under the provisions of any agreement to which Borrower is a party or by which Borrower is bound; (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Borrower is subject; or (iii) result in the creation or imposition of any lien, charge, or encumbrance of any

nature whatsoever upon any of the property or assets of Borrower, except as specifically contemplated by the Loan Documents as defined in the Opinion Letter to which this is attached.

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

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

Each signatory below hereby certifies that the statements and representations contained in this Certification and all supporting documentation thereto are true, accurate, and complete. This Certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

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

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ /s/ \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

By: \_\_\_\_\_ /s/ \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

**[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]**

**Warning**

**Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.**