

A. L	A. Lender Information						
1.	Lender Legal Nan	ne					
2.	Fiscal Year End						
3.	Federal Tax ID						
4.	Type of Institutio	n					
5.	Other Names und Business	ler which lender does					
6. L	ender Addresses						
a. H	ome Office / Head	quarters		b. Mailing Address for	Legal Notices		
	Address			Address			
	City			City			
	State			State			
	Zip Code			Zip Code			
c. S	ervicing Office			d. Asset Management Office			
	Address			Address			
	City			City			
	State			State			
	Zip Code			Zip Code			
B. Licensing / Organization / Authority							
1.	State / Jurisdiction	on of Organization					
2.	Lender is duly organized and validly exists  Yes No						
3.	To the extent req	uired by applicable law	or regulation, Lender is:	L			
a.	In good standing (or otherwise authorized) to transact business in each of the jurisdictions in which it originates, sells or services Mortgage Loans, or otherwise conducts business						

b. Properly licensed (or otherwise authorized) to undertake all necessary lending activities in each jurisdiction where such license or qualification is required

Yes No N/A

4.	Lender is in compliance with all applicable federal, state and local laws and regulations	Yes No	
5.	The performance by the Lender of its obligations under the Lender Contract have been duly authorized by all necessary corporate actions on the part of Lender (and, if applicable, any person with an ownership interest in Lender whose action is required)	Yes No	
	Per Section 3.10 of the Reserve Agreement (the "Agreement") made by and among Fannie Mae, Lender, and US Bank, Lender has provided Fannie Mae and Collateral Custodian with a revised designation of Authorized Representative substantially in the form of Exhibit A of the Agreement with this submission. Lender shall provide such annual designation even if there has been no change in its Authorized Representative since the submission of such Lender's	<del>Yes No</del>	
<u>6.</u>	prior designation of Authorized Representative.	Yes No N/A	
	As of the date hereof, Lender is in full compliance with all Capital Standards:		
			'
C. C	nanges Requiring Consent		
Has	ender had any of the following occur during the period since the last certification?		
1.	A change in Lender Senior Management personnel	Yes No	
2.	A significant change in financial position	Yes No	
3.	A name change or change in the address of the principal place of business	Yes No	
4.	A change in business activities or new business activity	Yes No	
5.	A merger, consolidation or major reorganization	Yes No	
6.	A sale or transfer of a majority interest	Yes No	
7.	Commencement or termination of oversight by any regulatory agency	Yes No	
8.	Any substantial change in ownership, whether direct or indirect	Yes No	
9. <u>a.</u>	A change in Lender's legal structure or charter	Yes No	
<u>b.</u>	Description of any changes		
10. <u>a</u>	If any such changes have occurred, Fannie Mae has been notified, and any necessary Fannie Mae approvals have been obtained	Yes No	
<u>•</u> b.	If "No" please explain		

# Is Lender or any Lender Affiliate a licensed securities broker/dealer? Yes No If yes, add name/address of broker/dealer here 2. a. Does any Lender Affiliate guarantee Lender's obligations to Fannie Mae? Yes No If yes, enter the name of the Lender Affiliate here Does Lender use any Outside Party, Non-Employee or any internal employees located maintain Yes No an office or employ staff (including contractors) outside of the United States to perform Fannie Mae related functions? If yes, has Lender obtained Fannie Mae approval for Fannie Mae related activities performed Yes No outside of the United States? c. If yes, has there been any changes to Fannie Mae related activities performed outside of the United States since the Fannie Mae approval? If yes, provide the following information: the date of Fannie Mae approval(s), the location(s) of the Outside Party, Non-Employee or internal employees, and describeption of the Fannie Mae related activities functions performed at the location by the said persons, and the approximate date when the activities began. Is Lender or any Affiliate of Lender a Borrower, Key Principal, or Guarantor of any loan owned, Yes No or credit enhanced by Fannie Mae? If yes, provide the loan(s) and other information below List the loan number(s), and names of the Borrower, Key Principal or Guarantor Does Lender have have or any approved DUS Lender Affiliate to provide DLA Mezzanine AffiliateFinancing Affiliate of Lender provide approved DLA Mezzanine financing for any Fannie ☐ Yes ☐ No <u>If yes, DUS <del>does the </del>Lender Affiliate is in compliance with the <del>provide</del> quarterly reporting <del>on</del></u> <del>all loans with DLA Mezz Financing in accordance with of</del> the Program Rules and/or any separate ☐ Yes ☐ No ☐ N/A agreement?? <u>lf no, to 5(b) – provide explanation</u>

D. Affiliates, Guarantees, Brokers and Off-Shoring

# E. Non MultifamilyOther Commercial Lending/Business Activities

1. Indicate any commercial lending or business activities conducted by Lender in addition to multifamily lending:

	Туре	Description
a.	Commercial	
b.	Bridge Lending	
c.	Mezzanine Financing	
d.	Construction Financing	
e.	Subservicing (for third parties)	
f.	Asset Management (for third parties)	
g.	Technology Services (for third parties)	
h.	Other	

# F. Chief Underwriters

1. List Chief Underwriter(s), include product specialty, if applicable

Name	Title	Specialty

G. Security Procedures and Controls					
1.	Does Lender maintain appropriate security procedures and controls to:				
a.	Ensure confidentiality of all nonpublic personal information (NPI), Fannie Mae Mortgage Loan data, and other Fannie Mae confidential business information, and	Yes	No		
b.	Prevent unauthorized access, disclosure or use of such data and information, including by vendors and contractors?	Yes	No		
2. <u>a.</u>	Does Lender report NPI compliance failures to Fannie Mae as required by the Lender Contract?	Yes	No		
<u>b.</u>	If no, explain here				
3. <u>a.</u>	Has Lender experienced any data breaches relating to Fannie Mae Mortgage Loan data or related NPL during the period since the last certification?	Yes	No		
<u>b.</u>	If yes, explain here				
<b>4.</b> <u>a.</u>	Has Lender performed testing to identify potential for information security breaches and/or privacy breaches?	Yes	No		
<u>b.</u>	If yes, describe any testing failures and associated remediation here or if no testing failures, enter N/A.				
<u>c.</u>	If no, please describe rationale or any other mitigants for not performing testing.				
	If no, please describe rationale or any other mitigants for this risk.				
	<b>E:</b> Appropriate procedures and controls include written agreements with any vendors, contractors or third parties having acidential business information.	<del>:ces</del> access to o	data and		

1.	Does Lender maintain fidelity <u>bond or direct surety bond and errors and omissions insurance</u> coverage as required by the Lender Contract. (Lender attached a copy of the certificate(s) to its financial year-end submission in DUS DocWay™)	Yes No		
	If no, explain here			
2.a.	year-end submission in DUS DocWay™)	<u>Yes</u> <u>No</u>		
<u>b.</u>	<u>If no, explain here</u>			
	Has any Lender Senior Executive, principal officer of any partner in Lender, or partner in Lender been removed from coverage under Lender's fidelity or errors and omissions insurance (other than due to retirement or moving to another company in the ordinary course)?	Yes No		
<u>b.</u>	If yes, has a direct surety bond been obtained for such officer or partner?	Yes No		
3.	Are Lender's insurer(s) required to notify Fannie Mae if coverage is cancelled or modified for any reason?	Yes No		
4.	Does Lender maintain a mortgage impairment or similar blanket policy (Lender attached a copy to its year end submission in DUS DocWay)?	Yes No		
5.	Each insurance policy whether required by the Guide or an agreement between Fannie Mae and Lender with respect to loans serviced by Lender for Fannie Mae, is in effect in the form required by the Guide or such agreement	☐ Yes ☐ No		
6.	Does Lender maintain either an original or a true copy (certified by an authorized agent of the insurer) for each insurance policy?	Yes No		
7.	Has Lender paid all charges that it is obligated to pay, including all insurance premiums, all FHA and other mortgage insurance premiums, and all taxes, ground rents, leasehold payments, assessments, and other charges when due within applicable grace periods?	Yes No		
I. O	fice of Foreign Assets Control (OFAC) Compliance	1		
1.	Is Lender currently the subject of an OFAC enforcement action, or has Lender been the subject of any such action (or submitted a voluntary disclosure of an OFAC violation) within the last three years?	☐ Yes ☐ No		
2.	Lender complies with OFAC's verification, reporting and record keeping requirements	Yes No		
3.	Lender periodically screens Borrowers, Key Principals, Guarantors, Principals, against the OFAC List, determines whether applicable parties are blocked or sanctioned pursuant to OFAC guidance, and promptly escalates valid matches to Fannie Mae	Yes No		
4.	Lender periodically screens Outside Parties, Non-Employees, Correspondents or Persons with Control of the Correspondent (or any member of each of their respective Senior Management), and beneficial owners against the OFAC List, determines whether applicable parties are a blocked person pursuant to OFAC guidance, and promptly escalates valid matches to Fannie Mae	Yes No		
	If no to any of the above, enter explanation here			

H. Insurance Information

1.	Is Lender required to establish an anti-money laundering (AML) Program under the Bank Secrecy Act (BSA)?	Yes No
2.	If Lender answered "Yes" to Question J.1., answer the following additional questions. If Le question J.1., then skip to Question J.3.	nder answered "No" to
a.	Has Lender had any AML compliance failures within the past 12 months?	Yes No
	If yes, please explain here.	
<u>b.</u>		
<u>ьс</u> .	Is Lender subject to a current investigation related to the AML provisions of the BSA?	Yes No
	If yes, please explain here.	
<u>d.</u>		
€ <u>e</u> .	Does Lender file Suspicious Activity Reports (SARs) with FinCEN when appropriate?	Yes No
	If no, please explain here.	
<u>f.</u>		
3.	If Lender answered "No" to Question J.1., answer the following questions.	
a.	Has Lender has adopted controls similar to those required by the AML provisions of the BSA?	Yes No
b.	Has Lender been subject to any regulatory oversight examinations with reported findings related to money laundering, fraud, or terrorist financing?	Yes No
c.	Is Lender subject to any current investigations related to money laundering, fraud, or terrorist financing allegations?	Yes No
4.	Does any Outside Party, Non-Employee, Correspondent or Persons with Control of the Correspondent (or any member of each of their respective senior management) exhibit "red flags" under the Lender's AML Program?	Yes No
5.	Lender notifies Fannie Mae of any actual or potential suspicious activity	Yes No
6.	Is Lender aware of or has Lender been subject to a review, investigation or sanction (criminal or civil) related to AML compliance failure(s)?	Yes No
	Enter any additional comments here	

J. Bank Secrecy Act (BSA) Compliance

K. FHFA Suspended Counterparty Program List					
1.		incipals, Guarantors, Principals, applicable benefic origination process against the Federal Housing Fir party Program list (SCP List)?		Yes No	
2.		e, Correspondent or Persons with Control of the ch of their respective senior management) appear o	on	Yes No	
					•
L. L	egal Compliance/Background Che	cks			
1.	Lender has policies and procedures, i to facilitate compliance with:	ncluding regular training for employees and contra	ctors		
a.	Fair Housing/Fair Lending Laws			Yes No	
b.	Home Mortgage Disclosure Act (HMD/	A)		Yes No	
2.		uiring Lender to perform background checks (or obswith access to funds at the time of hiring, and	otain	Yes No	
	Enter any comments here				
					_
MI	Litigation and Legal Matters				
	Item	Description		Status	
1.		, please describe the matter, the status and opinion oplicable, indicate "N/A" under Description	n as to pr	obable ultimate liability a	and adequacy of insurance
a.	Significant claims and lawsuits in process, settled, or in which an adverse judgment was obtained by a third party				
b.	Threatened or pending litigation				
C.	Adverse regulatory findings or corrective action (including any OFAC enforcement action or voluntary disclosure of an OFAC violation) the past five years				

	Item	Description	Status
d.	Legal or regulatory matters resolved within the past three years that adversely impact Lender's ability to perform its contractual obligations to, or continue doing business with, Fannie Mae		
e.	Additional taxes assessed or proposed		
f.	Other contingent liabilities not shown in the financial statement		
2.	Identify any litigation or regulatory inquiry that involves Fannie Mae or a Fannie Mae mortgage loan	☐ Described Here ☐ None	
3.	Has Lender or any Lender Senior Exe	cutive, director, partner, or owner of a 5% or more	interest ever been:
a.	Convicted of a crime or named in a pending criminal proceeding (excluding traffic violations and other minor offenses)?	Yes, Described Here No	
b.	Subject to any order, judgment or decree enjoining the engagement in any activities in connection with any type of business transaction (including the purchase or sale of a security) or acting as (or as an associated or affiliated person of) an investment adviser, underwriter, broker, dealer, financial institution, or any other business?	☐ Yes, Described Here ☐ No	
C.	Suspended, terminated, debarred, or denied approval by HUD, FHA, Ginnie Mae, VA, RHS or any mortgage insurance lender, warehouse lender, secondary market investor (including Fannie Mae or Freddie Mac), conduit, or correspondent during the fiscal year covered by this Certification or during any of the two prior fiscal years?	☐ Yes, Described Here ☐ No	

	Item	Description	Status
d.	Made insolvent, made a general assignment for the benefit of creditors, declared bankruptcy, suffered or permitted the appointment of a receiver for its business or assets, liquidated, or denied fidelity insurance coverage or mortgagee's errors and omissions insurance coverage?	Yes, Described Here No	
4.	Are there any actions claims, inquires, investigations, suits, or proceedings pending, at law or in equity or before or by any government agency or, to the knowledge of Lender, threatened against or affecting Lender, any Lender Senior Executive, or any of Lender's directors, partners or owners of 5% or more interest that reasonably might be expected to result in any adverse change in the business, operations, assets or condition of Lender including, but not limited to, any liquidation, dissolution, receivership, insolvency, bankruptcy, reorganization, or other similar proceedings?	☐ Yes, Described Here ☐ No	
	Add any additional information		

# N. Lender Contract Compliance, Lender Contract Warranties and Conflict Mortgage Loans Does Lender comply with the following requirements of the following: The Mortgage Selling and Servicing Agreement Yes $\square$ Program Rules Yes [ No All applicable Fannie Mae Guides Yes All applicable Guide Updates, Supplements, Lender Memos, and Lender Letters Yes No No Lender Contract Yes All representations and warranties contained in the Lender Contract continue to be true and No Yes 🗌 accurate in all respects. If No to any of the above, enter explanation here Does performance by Lender of its obligations under the Lender Contract: Violate any applicable law or regulation or any court decree applicable to or binding upon Yes [ No Lender? Result in a breach of, or constitute a default under, any material agreement or other Yes [ No instrument to which Lender is a party or by which its assets or operations are bound? Have there been any changes (other than changes that were previously disclosed to and, if 4. required, approved by, Fannie Mae) affecting or involving Lender that would require Fannie No Yes [ Mae approval under the terms of the Lender Contract? Lender has a written policy to prevent and report conflicts of interest (e.g. Conflict Mortgage Yes [ No Loans) in compliance with the Lender Contract. Is Lender a party to other contractual arrangements that pose a significant or material conflict 6. ☐ Yes [ with the Lender Contract? If Yes to any of the above, enter explanation here

Lender affirms the covenants in the Lender Contract, including the covenants specific to

depository institutions if applicable

Affirmed

N/A

1.	Has Lender complied with all law regulations and contracts that re								
a.	Mortgagors' escrow deposit acco	unts	Yes No N/A						
b.	Collateral accounts		Yes No N/A						
2.	Lender is in compliance with all Ir of information on real estate tran		Yes No N/A						
3.	All ARM loans and other loan type required by the applicable Loan [		Yes No N/A						
4.	The depositories used by Lender has received all necessary appro		Yes No N/A						
<u>5.</u>	Lender is in compliance with the the Reserve Agreement (Lender a submission in DUS DocWay™)	<u>Yes No N/A</u>	1						
	Enter any additional comments h								
PS									
1.3	P. Subservicers								
1. <u>a.</u>	Does Lender use any subservicers		Yes No						
<u>b.</u>	If Yes, provide the information rec								
	Subservicer Name	Number of Loans Subserviced	UPB of Loans Subserviced	Sul	bservicer Contact/Email	Fannie Mae Approval Required? (Yes/No)			
	-								
2. All agreements with subservicers comply with the requirements of the Lender Contract or Lender has approval from Fannie Mae (attach a copy of such approval)  Yes No									

O. Servicing Compliance and <del>Document</del> Custodians

Q. Pledge of Servicing Income/MSRs					
1. <u>a.</u>	Has any portion of the servicing income from Lender's Fannie Mae portfolio been pledged to a creditor?			Yes No	
<u>b.</u>	If Yes, please explain				
	Creditor Name	Creditor Address		Amount of Ser	vicing Income Pledged
	T				1
2. <u>a.</u>	Lender obtained Fannie Mae approval or Form 4202 was submitted prior to any pledging of servicing income				
<u>b.</u>	If No, please provide brief description				
3.	Has any portion of Lender's Fannie provided with respect to a warehou reported to Fannie Mae via an unm				

#### R. Lender Information (Voluntarily Requested)

### Minority, Women & Disabled-Owned Business

#### Minority-Owned Business:

Definition of minority-owned business (as defined by the Housing Economic Recovery Act of 2008, "HERA") means a business, and includes, but is not limited to, financial institutions, firms engaged in mortgage banking, investment banking, financial services, and asset management, investment consultants or advisors, underwriters, accountants, brokers, broker-dealers, and providers of legal services. The following must be met:

- More than fifty percent (50%) of the ownership or control of which is held directly or indirectly, by one or more minority individuals; and
- More than fifty percent (50%) of the net profit or loss of which accrues to one or more minority individuals.

#### Women-Owned Business:

Definition of women-owned business (as defined by HERA) includes financial institutions, mortgage banking firms, investment banking firms, investment consultants or advisors, financial services entities, asset management entities, underwriters, accountants, brokers, broker-dealers, and providers of legal services. It means a business in which:

- One or more women hold more than fifty percent (50%) of the ownership or control.
- More than fifty percent (50%) of the net profit or loss accrues to one or more women.

#### **Disabled-Owned Business:**

Definition of disabled-owned business (as defined by HERA) includes financial institutions, mortgage banking firms, investment banking firms, investment consultants or advisors, financial services entities, asset management entities, underwriters, account ants, brokers, broker-dealers, and providers of legal services. It means a business is qualified as a, or a business in which:

- Qualified as a Service-Disabled Veteran-Owned Small Business Concern as defined in 13 CFR 125.8 through 125.13; or
- More than fifty percent (50%) of the ownership or control of which is held, directly or indirectly, by one or more persons with a disability; and
- More than fifty percent (50%) of the net profit or loss accrues to one or more per sons with a disability.

## Select all that apply based on the definitions above:

1.	Black (or African) American-Owned	Yes No
2.	Native American (or American Indian)-Owned	Yes No
3.	Hispanic (or Latino) American-Owned	Yes No
4.	Asian American-Owned	Yes No
5.	Women-Owned	Yes No
6.	Disabled-Owned	Yes No
7.	Not Applicable	Yes No

#### **Statement of Certification**

The information provided in this Certification supersedes any information provided previously by Lender to Fannie Mae. Lender hereby represents and warrants that:

- 1) all information contained in this Multifamily Lender Certification (Form 4637) is complete and accurate in all material respects;
- (2) Fannie Mae will be notified of any material change in the information provided in this Certification during the time after submission of this Certification and prior to submission of the next Certification; and
- (3) except as disclosed in this Certification and its attachments, there have been no changes to any of the information provided in this Certification since Lender's most recent Certification submission. The undersigned entity understands that Fannie Mae will be relying upon the information contained in this Certification.

The individual submitting this form on behalf of Lender is identified below and represents that such person is duly authorized to sign and submit this Certification on behalf of Lender.

Agreed and Certified			
Lender Name			
Date			
Executed on behalf of Lender By			
Title			
Preparation Information			
Preparer Name			
Title			
Phone Number			
F-Mail Address			

### **Submission**

Complete all applicable sections, save the form, and send the completed form via DUS DocWay. Please send any questions regarding this form to <a href="mailto:lender\_risk\_management@fanniemae.com">lender\_risk\_management@fanniemae.com</a>.