{EXHIBIT 4}

**RELEASE FROM LAND RECORDS OF ACCOMMODATION AGREEMENT**

BE ADVISED THAT,

I, the Secretary of Housing and Urban Development, of Washington, D.C., certify that the Accommodation Agreement, more particularly described herein below, is hereby discharged and released from the official records (the “Release”). The aforesaid Accommodation Agreement being more particularly described as follows:

DATE: [date of Accommodation Agreement]

PURCHASER: [the party designated as the Purchaser in the Accommodation Agreement and the party that was obligated and is certifying compliance to get this release from the Secretary]

BENEFICIARY/HUD: Secretary of Housing and Urban Development

RECORDED: [when and other requisite recording information]

The Purchaser joins herein to request this Release and hereby certifies that there has been no conveyance of the Project (capitalized terms used and not defined in this Release are defined in the Accommodation Agreement) or a transfer of any interest in the Purchaser (including any entities which comprise the Purchaser), directly or indirectly, beneficial, or otherwise. The Purchaser furthermore affirms the truth and accuracy of the foregoing statement.

Notwithstanding this Release, the Purchaser specifically acknowledges, reaffirms and agrees to the obligation(s) contained in the Full Mark-to-Market Renewal Contract (“HAP Contract”) assigned to the Purchaser and/or the Restructuring Commitment assumed by the Purchaser in the Accommodation Agreement, to accept renewal(s) of the HAP Contract(s), if offered, for renewal periods of one year (or such other period determined by HUD), provided that (i) such renewals do not extend the term of such HAP Contract(s) beyond the term of the use and affordability restrictions in the Mark-to-Market Use Agreement that encumbers the Project, and (ii) each such renewal offer is at the contract rents in effect on the contract expiration date, as adjusted annually by an operating cost adjustment factor determined by the Secretary.

This Release may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument.

WARNING: This warning applies to all certifications made in this document

Anyone who knowingly makes, presents or submits a false, fictitious or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties and imprisonment. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
 



**IN WITNESS WHEREOF**, on this \_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, the Purchaser has executed and delivered this Release and thereby further acknowledges that the aforesaid certification by Purchaser has been made, presented, and delivered for the purpose of influencing an official action of HUD and may be relied upon by HUD as a true statement of the facts contained therein.

PURCHASER:

[Insert – full name and signature block(s) of the party designated as the Purchaser in the Accommodation Agreement and the party that was obligated and is certifying compliance to get this release from the Secretary]

By:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{ADD ACKNOWLEDGMENT}

**[HUD SIGNATURE AND ACKNOWLEDGMENT**

**CONTAINED ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, HUD has caused this Release to be executed and delivered by its duly authorized agent as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, and thereby further acknowledges and agrees that the release is without recourse to or claim upon the Project and/or any successive owner of the Project, but with reservation of rights and remedies available to HUD for a false or misleading claim or certification.

SECRETARY OF HOUSING AND

URBAN DEVELOPMENT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Agent

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{ADD ACKNOWLEDGMENT}

**This instrument drafted by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. The Office of Multifamily Housing, Office of Recapitalization, 451 7th Street SW, Room 6230 Washington, DC 20410. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L.105-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project- based Section 8contracts with above- market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.