

**Guide For Opinion Of
Borrower's Counsel**

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

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{For use in HUD Insured MULTIFAMILY Transactions}

{TO BE ON FIRM LETTERHEAD}

{INSERT DATE OF ENDORSEMENT}

Re: Project Name _____
HUD Project No. _____
Location _____
Borrower _____

[LENDER]
[ADDRESS]

[LENDER'S ATTORNEY]
[ADDRESS]

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
{INSERT APPROPRIATE HUD ADDRESS}

Ladies and Gentlemen:

We are [I am] [general/special] counsel to _____ **{INSERT NAME OF BORROWER}** (**Borrower**), a _____, **{INSERT TYPE OF ENTITY}** organized under the laws of the State of _____ **{INSERT STATE}** (**Organizational Jurisdiction**), in connection with a mortgage loan (**Loan**) in the [original/ increased] principal amount of _____ Dollars (\$_____) from _____ **{INSERT NAME AND TYPE OF LENDER}** (**Lender**) to Borrower. The proceeds of the Loan shall be used to [construct/rehabilitate/purchase/refinance] that certain multifamily housing project (**Project**), commonly known as _____ and located in _____ **{INSERT COUNTY AND STATE}** (said State to be referred to hereinafter as the "**Property Jurisdiction**"") on

the property described in Exhibit B {ATTACH LEGAL DESCRIPTION} (together with all improvements and fixtures thereon) (**Property**). The Loan is being insured by the Federal Housing Administration (**FHA**), an organizational unit of the United States Department of Housing and Urban Development (**HUD**), pursuant to a commitment for insurance [of advances **OR** upon completion **OR** for refinancing] issued to Lender by _____, Agent of the Federal Housing Commissioner, dated _____, ~~+~~ [as amended by that certain letter from _____ to _____, dated _____] (**FHA Commitment**). Borrower has requested that we [I] deliver this opinion and has consented to reliance by Lender's counsel in its legal representation of Lender, including rendering any opinion to Lender and to reliance by Lender and HUD in making and insuring, respectively, the Loan and has waived any privity between Borrower and us [me] in order to permit said reliance by Lender, counsel to Lender and HUD. We [I] consent to reliance on this opinion by Lender, counsel to Lender, and HUD.

In our [my] capacity as [general/special] counsel to Borrower, we [I] have prepared or reviewed the following:

A. The following documents relating to the organization, status, and authorization of Borrower [and the Principal]:

1. The ~~{~~(DESCRIBE ORGANIZATIONAL DOCUMENTS, e.g.; INCLUDE PRINCIPAL IF APPLICABLE) [for corporations: State certified copies a copy of the articles [certificate] of incorporation, the by-laws, the borrowing resolution, the incumbency certificate and the good standing certificate(s), fictitious Name Registration, Foreign Corporation Registration; for partnerships: certified copies of the partnership agreement and any amendments thereto, the certificate of limited partnership, and any amendments thereto, the good standing certificate (or its equivalent) if provided in of Borrower and all amendments thereto, certified by the _____ of the Organizational Jurisdiction, and a copy of the by-laws of Borrower and all amendments thereto, certified as true and correct by the [Secretary] [Assistant Secretary] of Borrower **[for limited liability companies: a copy of the articles [certificate] of organization of Borrower and all amendments thereto, certified by the _____ of the Organizational Jurisdiction, and a copy of the operating agreement of Borrower and all amendments thereto, certified as true and correct by the [Sole Member] [Managing Member] [Manager] [other authorized representative] of Borrower] [for limited partnerships: a copy of the certificate of limited partnership and all amendments thereto, certified by the _____ of the Organizational Jurisdiction, etc.]** of Borrower and a copy of the limited partnership agreement of Borrower and all amendments thereto, certified by the General Partner of Borrower] (collectively, **Organizational Documents**);

2. {DESCRIBE STATUS DOCUMENT IN ORGANIZATIONAL JURISDICTION; INCLUDE PRINCIPAL IF APPLICABLE} a certificate issued by _____ of the Organizational Jurisdiction attesting to the [corporate] [limited liability company] [limited partnership] [other] status of Borrower in the Organizational Jurisdiction, dated _____, **{DATE INSERTED MUST BE WITHIN THIRTY (30) DAYS OF THE DATE OF ENDORSEMENT}** a copy of which is attached hereto as Exhibit _____ (**Status Certificate**);

3. {DESCRIBE STATUS DOCUMENT IN PROPERTY JURISDICTION IF DIFFERENT FROM ORGANIZATIONAL JURISDICTION; INCLUDE PRINCIPAL IF APPLICABLE} a certificate issued by _____ of the Property Jurisdiction attesting to the [corporate] [limited liability company] [limited partnership] [other] status of Borrower in the Property Jurisdiction, dated _____, **{DATE INSERTED MUST BE WITHIN THIRTY (30) DAYS OF THE DATE OF ENDORSEMENT}** a copy of which is attached hereto as Exhibit _____ (**Foreign Status Certificate**);

4. {DESCRIBE CERTIFICATE FROM CORPORATE SECRETARY OR OTHER REPRESENTATIVE OF BORROWER; INCLUDE PRINCIPAL IF APPLICABLE} a certificate from the [secretary or assistant secretary] [managing member or sole member] [general partner] of Borrower certifying as to (i) true and correct copies of the [by-laws] [operating agreement] [partnership agreement] of Borrower and resolutions of the [board of directors] [members] [partners] of Borrower authorizing the Loan and (ii) the incumbency and specimen signature(s) of the individual(s) authorized to execute and deliver Loan Documents (as hereinafter defined) on behalf of Borrower.

~~B. FHA Commitment [and extensions and assignment(s) thereof, if any];~~

~~CB. Commitment issued by Lender and accepted by Borrower, dated _____, **(Loan Commitment)**;~~

~~DC. Regulatory Agreement (_____) **{INSERT APPROPRIATE FORM NO.}** by and between HUD and Borrower, dated _____ **(Regulatory Agreement)**;~~

~~ED. Note (HUD-94001M) in the original principal amount of _____ Dollars (\$ _____) [**OR** in the increased principal amount of _____ Dollars (\$ _____)] by Borrower in favor of Lender, dated _____ **(Note)**;~~

~~FE.~~ Multifamily [(Mortgage, Deed of Trust, or Other Designation as Appropriate in Property Jurisdiction)], Assignment of Leases and Rents and Security Agreement (HUD-94000M) **{WITH APPROPRIATE STATE RIDER ATTACHED}**), executed by Borrower for the benefit of Lender, ~~granting a security interest in the Property~~, dated _____ (Security Instrument);

~~GF.~~ **{TO BE INSERTED IF THE SECURITY FOR THE LOAN IS A LEASEHOLD ESTATE}** Ground Lease executed by _____ **{INSERT LESSOR}** as lessor and Borrower as lessee recorded in the land records of _____, dated _____ (**Ground Lease**);]

~~GG.~~ **{TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS}** Application for Insurance of Advance of Mortgage Proceeds (HUD-92403) executed by Borrower, Lender and HUD dated _____;

~~HH.~~ **{TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS}** Building Loan Agreement (HUD-92441M) executed by Lender and Borrower, dated _____ (**Building Loan Agreement**);]

~~II.~~ **{TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS}** Construction Contract (HUD-92442M) executed by _____ (**General Contractor**) and Borrower, dated _____ (**Construction Contract**);]

J. Escrow Agreement for Working Capital (HUD-92412M), executed by Borrower and Lender, dated _____;

~~KK.~~ Escrow Agreement for Operating Deficits (HUD-92476a-M) executed by Borrower and Lender, dated _____;

~~LL.~~ Escrow Agreement for Non-critical, Deferred Repairs (HUD-92476.1M) executed by Borrower and Lender, dated _____;

~~MM.~~ Agreement and Certification (HUD-93305M) executed by Borrower [and _____ **{INSERT APPROPRIATE PARTIES, IF ANY}**], dated _____;

~~NN.~~ Borrower's Oath (HUD-92478M), executed by Borrower, dated _____;

~~OO.~~ Certification of Borrower, pertaining to factual matters relied on by us [me] in rendering this opinion, executed by Borrower, dated _____, a copy of which is attached hereto as Exhibit A (**Certification of Borrower**);

~~N. Lender's Certificate (HUD-92434M), executed by Lender, dated _____;~~

~~[P. Owner-Architect Agreement (with HUD Amendment) executed by _____ **{INSERT DESIGN AND/OR CONSTRUCTION ARCHITECT}** and Borrower, dated _____ (**Owner-Architect Agreement**);]~~

~~[Q. Contractor's and/or Mortgagor's Cost Breakdown (HUD-2328) executed by Borrower and General Contractor, dated _____;]~~

~~R. Request for Final Endorsement of Credit Instrument (HUD-92023M) and/or Request for Endorsement of Credit Instrument and Certificate of Lender, Borrower and General Contractor (HUD-92455M) executed by Borrower and Lender, dated _____; [or Lender's Certificate (HUD-92455M) executed by Lender dated _____;] **{MODIFY AS APPROPRIATE FOR INSURANCE UPON COMPLETION, REFINANCINGS, ETC.}**~~

~~[S. Residual Receipts Note (HUD-91710M or HUD-91712M) or Surplus Cash Note (HUD-92223M) executed by Borrower in favor of _____, dated _____;]~~

~~[T. All documents executed by Borrower and any State or local government entity pertaining to development of the Property (**Public Entity Agreement**);]~~

~~[U. The following documents executed or delivered in connection with the financing of the Loan with the proceeds of bonds or other third party source : _____ **{LIST DOCUMENTS IN ACCORDANCE WITH INSTRUCTIONS}** (**Source Documents**);]~~

~~V. Lender's Certificate (HUD-92434M), executed by Lender, dated _____;~~

~~OW. Title Insurance Policy [or Date-Down Endorsement if appropriate in a refinancing, for example] issued by _____, together with all endorsements, and naming HUD and Lender as insureds as their interests may appear, dated _____, (**Title Policy**);~~

~~[PX. The following documents evidencing zoning compliance: _____, **{DESCRIBE ALL DOCUMENTS FULLY}** (**Zoning Certificate**);]~~

~~[QY. The building permit(s) issued on _____ by _____ (**Building Permit**);]~~

~~[RZ. The following permits, _____, **{DESCRIBE PERMITS}** that are required for the operation of the Project, issued by _____]~~

on _____ ~~(Other Permits);~~]

[~~SAA~~. Surveyor's Plat **OR** Survey showing the [completed] Project, prepared by _____, dated _____ (**Survey**);]

~~TBB~~. Surveyor's Report (HUD-92457M), executed by _____, dated _____ (**Surveyor's Report**);

~~[U. Residual Receipts Note (HUD-91710M or HUD-91712M) or Surplus Cash Note (HUD-92223M) executed by Borrower in favor of _____, dated _____;]~~

[~~VCC~~. Performance Bond-Dual Obligee (HUD-92452M) and Payment Bond (HUD-92452A-M) issued by _____ (Surety) to secure payment and performance of _____ (General Contractor) and running to _____ **OR** the Completion Assurance Agreement (HUD-92450M) executed by General Contractor, dated _____ (**Assurance of Completion**);]

~~— [W. Owner-Architect Agreement (with HUD Amendment) executed by _____ (**INSERT DESIGN AND/OR CONSTRUCTION ARCHITECT**) and Borrower, dated _____ (**Owner-Architect Agreement**);]~~

~~— X. (**INTENTIONALLY LEFT BLANK.**)~~

~~— Y. (**INTENTIONALLY LEFT BLANK.**)~~

~~— Z. (**INTENTIONALLY LEFT BLANK.**)~~

~~— [AADD. Off-Site Bond-Dual Obligee (HUD-92479M) issued by _____ (Surety) to secure the completion of off-site work by _____ (General Contractor) and running to Lender and HUD **OR** Escrow Agreement for Off-Site Facilities (HUD-92446M) with Schedule "A" executed by _____ dated _____ (**Assurance of Completion of Off-Site Facilities**);]~~

[~~BBEE~~. The following documents assuring water, electricity, sewer, gas, heat or other utility services (**Assurance of Utility Services**): _____ **{DESCRIBE FULLY};**]

~~[CC. Contractor's and/or Mortgagor's Cost Breakdown (HUD-2328) executed by Borrower and General Contractor, dated _____ (**Cost Breakdown**);]~~

~~[DDFF. Latent defects bond issued by _____ and securing the performance of General Contractor and running to Lender and HUD OR Escrow executed by by _____, dated _____ **(Guarantee against Latent Defects);**]~~

~~[EEGG. Escrow Agreement for Incomplete Construction (HUD-92456M) with Exhibit A executed by _____, dated _____ **(On-Site Deposit Escrow);**]~~

~~[FFHH. Contractor's Prevailing Wage Certificate (~~on page 2 off from~~ HUD-92448, Contractor's Requisition) executed by _____, dated _____ **(Contractor's Prevailing Wage Certificate);**]~~

~~GG. Request for Final Endorsement of Credit Instrument (HUD-92023M) and/or Request for Endorsement of Credit Instrument and Certificate of Lender, Borrower and General Contractor (HUD-92455M) executed by Borrower and Lender, dated _____ **(Request for Endorsement); {MODIFY AS APPROPRIATE FOR INSURANCE UPON COMPLETION, REFINANCINGS, ETC.}**~~

~~[HH. Escrow Agreement for Operating Deficits (HUD-92476a-M) executed by _____, dated _____ **(Operating Deficit Escrow);**]~~

~~[II. Escrow Agreement for Non-critical, Deferred Repairs (HUD-92476.1M) executed by _____, dated _____ **(Repair Escrow);**]~~

~~[JJ. All documents executed by Borrower and any State or local government entity pertaining to development of the Property **(Public Entity Agreement);**]~~

~~[KK. The following documents executed or delivered in connection with the financing of the Loan with the proceeds of bonds or other third party source : _____ **{LIST DOCUMENTS IN ACCORDANCE WITH INSTRUCTIONS} (Source Documents);**]~~

~~LL. Good Standing Certificate(s) **{SEE "A" ABOVE}** issued by [Organizational Jurisdiction OR Property Jurisdiction, if different], dated _____ **{DATE INSERTED MUST BE WITHIN THIRTY (30) DAYS OF THE DATE OF ENDORSEMENT} (Good Standing Certificate);**~~

~~MMI. A search conducted by _____ dated **{DATE INSERTED MUST BE WITHIN THIRTY (30) DAYS OF THE DATE OF THIS OPINION}** ~~no earlier than thirty (30) days before this opinion~~ of the public records of the federal District Court and State and local courts in: (i) the~~

jurisdiction where the Property is located; (ii) the jurisdiction(s) where Borrower is located and does business; and (iii) the jurisdiction where the general partner, managing member, or similar person or entity is organized (**Docket Search**).

JJ. Uniform Commercial Code Financing Statements naming Borrower as debtor and naming Lender and HUD, as their interests appear, as secured parties, to be filed in the Office of the Secretary of State of the Organizational Jurisdiction [and a Uniform Commercial Code Fixture Filing to be filed, or caused to be filed, by Lender naming Borrower as debtor and naming Lender and HUD, as their interests appear, as secured parties, to be filed in the appropriate local governmental office of the Property Jurisdiction, if applicable] (the Office of the Secretary of State of _____ [and the Office of the _____ of _____, collectively] the **Filing Offices**), upon the {**DESCRIBE EVENTS**}.

NOTE: Numerical references in parentheses above are to FHA and HUD form numbers.

The documents listed in B through **MU** above are referred to collectively as the “**Loan Documents**.” The documents listed in **NV** through **MMJJ** are referred to collectively as the “**Supporting Documents**.” The documents listed in A through **MMJJ** are referred to collectively as the “**Documents**.”

In basing the several opinions set forth in this document on “our [my] knowledge,” the words “our [my] knowledge” signify that, in the course of our [my] representation of Borrower, no facts have come to our [my] attention that would give us [me] actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we [I] have undertaken no investigation or verification of such matters. Further, the words “our [my] knowledge” as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our [my] firm who have been involved in representing Borrower in any capacity including, but not limited to, in connection with this Loan. We [I] have no reason to believe that any of the documents on which we [I] have relied contain matters which, or the assumptions contained herein, are untrue, contrary to known facts, or unreasonable.

In reaching the opinions set forth below, we [I] have assumed, and to our [my] knowledge there are no facts inconsistent with, the following:

(a) Each of the parties to the Documents, other than Borrower (and any person executing any of the Documents on behalf of Borrower), has duly and validly executed and delivered each such instrument, document, and agreement to be executed in connection with the Loan to which such party is a signatory, and such party's obligations set forth in the Documents are its legal, valid, and binding obligations, enforceable in accordance with their respective terms.

(b) Each person executing any of the Documents, other than Borrower (and any person executing any of the Documents on behalf of Borrower), whether individually or on behalf of an entity, is duly authorized to do so.

(c) Each natural person executing any of the Documents is legally competent to do so.

(d) All signatures of parties other than Borrower (and any person executing any of the Documents on behalf of Borrower) are genuine.

(e) All Documents that were submitted to us [me] as originals are authentic; all Documents that were submitted to us [me] as certified or photostatic copies conform to the original document, and all public records reviewed are accurate and complete.

(f) All applicable Documents have been duly filed, indexed, and recorded among the appropriate official records and all fees, charges, and taxes due and owing as of this date have been paid.

(g) The parties to the Documents and their successors and/or assigns shall: (i) act in good faith and in a commercially reasonable manner in the exercise of any rights or enforcement of any remedies under the Documents; (ii) not engage in any conduct in the exercise of such rights or enforcement of such remedies that would constitute other than fair and impartial dealing; and (iii) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Documents.

(h) The exercise of any rights or enforcement of any remedies under the Documents would not be unconscionable, result in a breach of the peace, or otherwise be contrary to public policy.

In rendering this opinion we [I] also have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and the obligations of the parties thereunder. We [I] also have assumed that the terms and the conditions of the Loan as stated in the Documents 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 Documents. After reasonable inquiry of Borrower, we [I] have no knowledge of any facts or information that would lead us [me] to believe that the assumptions in this paragraph are not justified.

In rendering this opinion, we [I] have, with your approval, relied as to certain matters of fact set forth in the Certification of Borrower, the ~~Good Standing Status Certificate(s)~~, [Foreign Status Certificate] [and certain other specified Documents,] as set forth herein. After reasonable inquiry of Borrower as to the accuracy and completeness of the Certification of Borrower, the ~~Good Standing Status Certificate(s)~~, [Foreign Status Certificate] -[and such other Documents], we [I] have no knowledge of

any facts or information that would lead us [me] to believe that such reliance is not justified.

Based on the foregoing and subject to the assumptions and qualifications set forth in this letter, it is our [my] opinion that:

{TO BE USED IN CASES WHERE ORGANIZATIONAL DOCUMENTS WERE PREPARED BY BORROWER'S COUNSEL}

1. Borrower is a- _____ **{INSERT TYPE OF ENTITY}** duly organized and validly existing under the laws of the Organizational Jurisdiction. Borrower is duly qualified to do business and, based solely on the Status Certificate(s) of Good Standing, copy attached hereto as Exhibit _____, is in good standing under the laws of the Organizational Jurisdiction; [and based on the Foreign Status Certificate, is qualified to do business as a foreign- _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction-based on a review of _____].

{OR, IF BORROWER IS A TRUST OR LIMITED LIABILITY COMPANY (LLC)}

Borrower is _____ **{INSERT NAME OF THE TYPE OF TRUST OR NAME OF LLC}** duly formed and validly existing under the laws of the Organizational Jurisdiction [and based on the Foreign Status Certificate, is qualified to do business as a foreign _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction].

{AND, IF THE GENERAL PARTNER OF A PARTNERSHIP BORROWER OR MANAGING MEMBER OF AN LLC BORROWER IS AN ENTITY}

The general partner or managing member of Borrower is a _____ **{INSERT TYPE OF ENTITY}**, duly organized, validly existing and, based solely on the Status Certificate(s) of Good Standing, copy attached hereto as Exhibit _____, in good standing under the laws of the Organizational Jurisdiction [and based on the Foreign Status Certificate, is qualified to do business as a foreign _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction-].

{TO BE USED IN CASES, PRINCIPALLY REFINANCINGS, WHERE ORGANIZATIONAL DOCUMENTS WERE NOT PREPARED BY BORROWER'S COUNSEL}

1. Based solely on the Status Certificate(s) of Good Standing, copy attached hereto as Exhibit _____, Borrower is a _____ **{INSERT TYPE OF ENTITY}** validly existing under the laws of the Organizational Jurisdiction and in good standing under the laws of the Organizational Jurisdiction [and based on the Foreign Status Certificate, is qualified to do business as a foreign _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction].

{OR, IF BORROWER IS A TRUST}

Borrower is _____ **{INSERT NAME OF THE TYPE OF TRUST}** validly existing under the laws of the Organizational Jurisdiction [and based on the Foreign Status Certificate], is duly qualified to do business as a foreign _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction].

{AND, IF THE GENERAL PARTNER OF A PARTNERSHIP BORROWER OR THE MANAGING MEMBER OF AN LLC IS AN ENTITY}

Based solely on ~~the the Status Good Standing Certificate(s), copy attached hereto as Exhibit~~, the general partner of Borrower is a _____ **{INSERT TYPE OF ENTITY}**, validly existing and in good standing under the laws of _____ **{INSERT STATE}** [and based on the Foreign Status Certificate], is qualified to do business as a foreign _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction].

2. Borrower has the [limited liability company/corporate/partnership/trust] power and authority to own and operate the Project and to ~~carry out~~ perform all of ~~the transactions required by its obligations under~~ the Loan Documents and to comply with applicable federal statutes and regulations of HUD in effect on the date of the FHA Commitment

3. The execution and delivery of, and the performance of the obligations under, the Loan Documents do not violate the Organizational Documents of Borrower or any applicable provisions of local or State law.

4. The execution and delivery of the Loan Documents by or on behalf of Borrower, and the consummation by Borrower of the transactions contemplated thereby, and the performance by Borrower of its obligations thereunder, have been duly and validly authorized by all necessary [limited liability company/corporate/partnership/trust] action by, or on behalf of, Borrower.

5. Each of the Loan Documents has been duly executed and delivered by Borrower and constitutes the valid and legally binding promises or obligations of Borrower, enforceable against Borrower in accordance with ~~their~~ terms, subject to the following qualifications:

(i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally; and

(ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity); and

(iii) certain remedies, waivers, and other provisions of the Loan Documents may not be enforceable, but, subject to the qualifications set forth in this paragraph at (i)

and (ii) above, such unenforceability shall not preclude (a) the enforcement of the obligation of Borrower to make the payments as provided in the Security Instrument and Note (and HUD's regulations), and (b) the foreclosure of the of the real property interests granted under the terms and provisions of the Security Instrument upon the event of a breach thereunder.

[6. {INSERT ONE OF THE FOLLOWING ALTERNATIVES IF THERE IS NO ZONING ENDORSEMENT INCORPORATED INTO THE TITLE POLICY} The attached Zoning Certificate states that the Property is located in a _____ zone. According to the zoning ordinance of the Property Jurisdiction, the use of the Property as a _____ is a permitted use in such zone.

OR

{INSERT WHERE THE USE IS AN EXCEPTION TO THE ZONING ORDINANCE} Based solely on the Zoning Certificate, the Property may be used for _____ as a permitted use.]

7. Based solely on (a) our [my] knowledge and (b) the Certification of Borrower, the execution and delivery of the Loan Documents shall not: (i) cause Borrower to be in violation of, or constitute a 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 on any of the property or assets of Borrower, except as specifically contemplated by the Loan Documents.

8. The Security Instrument is in appropriate form for recordation in _____ **{INSERT PROPER NAME OF LOCAL LAND RECORDS OFFICE}** of _____ **{INSERT COUNTY, STATE OR CITY, STATE}** of the Property Jurisdiction, and is sufficient, as to form, to create the encumbrancelien and security interest it purports to create in the Property.

[9. {FOR USE ONLY IF BORROWER IS A TRUST} Borrower is an irrevocable trust that has a term consistent with Program Obligations (as Program Obligations is defined in the Instructions to Guide for Opinion of Borrower's Counsel Security Instrument and the Regulatory Agreement) –and the term of the irrevocable trust is not affected by the terms of any of the beneficiaries' interests.] [The laws of the Property Jurisdiction govern the interpretation and the enforcement of the Loan Documents notwithstanding that Borrower may be formed in a jurisdiction other than the Property Jurisdiction. Borrower can sue and be sued in the Property Jurisdiction without the necessity of joining any of the beneficiaries of Borrower, including without limitation, a suit on the Note or a foreclosure proceeding arising under the Security Instrument. Venue for any foreclosure proceeding under the Security Instrument may be had in **[Property Jurisdiction]**].

[10. **{USE IN CASES INVOLVING TAXABLE OR TAX EXEMPT BOND FINANCING AND ANY OTHER FINANCINGS WHERE A THIRD PARTY SOURCE IS INVOLVED}** Based solely on the opinion of _____ **{INSERT BOND COUNSEL OR COUNSEL RENDERING OPINION IN THIRD PARTY SOURCE TRANSACTIONS}**, dated as of the date hereof and attached hereto as Exhibit, to the extent that any of the provisions of the Source Documents are inconsistent with any of the provisions of the Loan Documents or Supporting Documents, the provisions of the Loan Documents or Supporting Documents shall govern.]

[11. **{USE IN CASES WHERE THE DEVELOPMENT OF THE PROPERTY IS GOVERNED BY AN AGREEMENT WITH A PUBLIC ENTITY}** Based upon our knowledge and the Certification of Borrower, there is no default under the Public Entity Agreement, **{ADD THE FOLLOWING WHERE CONSTRUCTION IS INVOLVED}** and construction within the time frame specified in the Construction Contract shall not lead to a default under the Public Entity Agreement.]]

In addition to the assumptions set forth above, the opinions set forth above are also subject to the following qualifications:

We express no opinion as to the laws of any jurisdiction other than the laws of the Property Jurisdiction **{ADD THE FOLLOWING ONLY IF THE ORGANIZATIONAL JURISDICTION DIFFERS FROM THE PROPERTY JURISDICTION}** and the Organizational Jurisdiction,] and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of the Property Jurisdiction [and the Organizational Jurisdiction, **{ADD THE BRACKETED LANGUAGE ONLY IF THE ORGANIZATIONAL JURISDICTION DIFFERS FROM THE PROPERTY JURISDICTION}**] and the United States of America as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if, after the date of this opinion, we become aware of any facts that might change the opinions expressed above. We express no opinion as to any matter except as expressly set forth herein.

We [I] confirm that:

(a) Based on the Organizational Documents, the name of Borrower in each of the Documents and the Title Policy and FHA Commitment is the correct legal name of the Borrower;

(b) The legal description of the Property is consistent in the Documents wherein it appears and in Exhibit B hereto;

(c) Except as provided in paragraph (d), we-[I] do not have] [neither the attorneys who devoted substantive attention to this transaction nor, to our knowledge, any of the other attorneys in our firm, has] any financial interest in the Project, the

Property, or the Loan, other than fees for legal services performed by [me] [us], arrangements for the payment of which have been made; and we [I] agree not to assert a claim or lien against the Project, the Property, Borrower, the Loan proceeds or income of the Project;

(d) Other than as Counsel to Borrower, and as a direct or indirect owner of interests in public companies, we [I] have no [I do not have] [neither the attorneys who devoted substantive attention to this transaction nor, to our knowledge, any of the other attorneys in our firm, has] any interest in Borrower (or any principal thereof) or Lender or any other party involved in the Loan transaction and do not serve as [a director, officer or] [an] employee of Borrower or Lender. We [I] have no interest in the subject matters of this opinion other than as previously disclosed to and approved by HUD. To our [my] knowledge, we [I] do not represent any of the following parties with respect to the Loan transaction: Lender, any investing lender or investor in the Loan transaction, any bridge lender involved in the Loan transaction, any lender with a commitment to purchase the Loan or any interest therein or any other party involved in the Project or the Loan transaction;

(e) Based upon the Certification of Borrower and to our [my] knowledge, there are no liens or encumbrances against the Property that are not reflected as exceptions to coverage in the Title Policy;

(f) Based upon the Certification of Borrower and to the best of our [my] knowledge, there are no side-deals (transactions outside the parameters of the ~~Documents~~HUD form closing documents and the commitment that amend, or are inconsistent with, the terms of said ~~HUD form closing documents or commitment~~) between Borrower and any party to the transaction other than as disclosed in the Documents; and

(g) Based solely on (a) our [my] knowledge, (b) the Certification of Borrower and (c) the Docket Search; there is no litigation or other claim pending before any court or administrative or other governmental body against Borrower (or the general partner, managing member, or similar person or entity~~any Principal~~ thereof ~~as defined in the HUD regulations~~), or the Property [, except as identified on Exhibit __, List of Litigation-].

(h) This document does not deviate from the standard Guide For Opinion of Borrower's Counsel, form HUD-91725M (Rev. _____ **{INSERT DATE OF STANDARD FORM}**) except for such changes as have been identified to and specifically approved by HUD counsel [**{INSERT IF DESIRED BY BORROWER'S COUNSEL}**] and as shown on the ~~redline~~-comparison copy of this opinion to the standard form HUD-91725M attached as Exhibit __-].

The foregoing confirmations and opinions are for the exclusive reliance of HUD, [and Lender OR Lender and Lender's counsel]~~and any subsequent holder of the Note~~, and have 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.

By: /s/ _____

Printed Name, Title: _____

Dated: _____

By: /s/ _____

Printed Name, Title: _____

Dated: _____

{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.