**[Notes to preparer: (i) one certificate per structure should be provided, and (ii)**

**conform certificate to loan agreement and transaction requirements]**

# **EXHIBIT \_\_**

**Certificate of Flood Insurance Compliance**

Truist Bank

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

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

Re: $\_\_\_\_\_\_\_ loan (“Loan”) evidenced by Loan Agreement dated as of \_\_\_\_\_\_\_\_ (as amended, modified, supplemented, restated, or renewed, from time to time, the "Agreement"), between TRUIST BANK, a North Carolina banking corporation ("Lender") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_ of the state of \_\_\_\_\_\_\_\_\_ ("Borrower")

**Reference is made to the Agreement and the other documents evidencing and securing the Loan (“Loan Documents”). Capitalized terms used in this Certificate (including schedules and other attachments hereto, this "Certificate") without definition have the meanings specified in the Loan Documents.**

**Pursuant to applicable provisions of the Agreement, the undersigned, being an authorized representative of Borrower authorized and empowered to issue this certificate for and on behalf of Borrower hereby certifies to Lender as follows as of the date hereof:**

1. Review of Flood Insurance Terms and Conditions. The undersigned has reviewed the terms of the Agreement, including, but not limited to, the representations and warranties of the Borrower and Guarantors set forth in the Agreement [*add if applicable: and the Guaranty*] and the covenants of the Borrower set forth in the Agreement, regarding flood insurance for real and personal property (“Flood Insurance Terms and Conditions”), and has made, or caused to be made under his or her supervision, a review in reasonable detail of the transactions and condition of the Borrower and Guarantors through the reporting periods.

2. Compliance with Terms of Agreement. Each of Borrower *[and each Guarantor]* is in compliance with all of the Flood Insurance Terms and Conditions.

3. Certifications regarding Personal Property. The real property pledged as collateral for the Loan (“Real Property”) is legally described in the Loan Documents. The undersigned certifies as follows with respect to the personal property pledged as collateral for the Loan (as described in the Loan Documents), including without limitation all personal property, collateral and contents securing the Loan within the meaning of 12 CFR 208.25 (c) (collectively “Personal Property”) [mark appropriate statement and attach backup materials]:

(i) *\_\_\_\_* Borrower does not own any Personal Property in connection with the Loan and the Real Property [acceptable to mark if there is none, or if any present is owned by third parties or leased by Borrower]

(ii) \_\_\_\_ The aggregate value of Personal Property that Borrower currently owns, or will in the succeeding twelve (12) months from the date hereof own, in connection with the Loan and the Real Property, is equal to or more than $500,000.00 with respect to each building located on the Real Property, andBorrower maintains flood insurance on the Personal Property in connection with the Loan and the Real Property in an amount not less than $500,000.00 per building, as evidenced by the attached information on insurance.

(iii) *\_\_\_\_* The aggregate value of Personal Property that Borrower currently owns, or will in the succeeding twelve (12) months from the date hereof own, in connection with the Loan and the Real Property *[with respect to the \_\_\_\_\_ building – Note: specify designated building if more than one building is located on the Real Property]*, is $ \_\_\_\_\_\_\_\_ *[insert actual value amount]*, and Borrower maintains flood insurance on said Personal Property, as evidenced by the attached information on values and insurance, in a per building amount that is not less than the lowest of:

1. $500,000.00;
2. An amount that, when combined with the amount of flood insurance Borrower maintains on the Real Property, is equal to the outstanding principal balance of the Loan; or
3. The full insurable value of the Personal Property

*[Note to drafter: mark the following option only if credit is requiring coverage that exceeds the flood insurance regulatory minimum specified in the third option above]*

(iv) *\_\_\_\_* The aggregate value of Personal Property that Borrower currently owns, or will in the succeeding twelve (12) months from the date hereof own, in connection with the Loan and the Real Property *[with respect to the \_\_\_\_\_ building – Note: specify designated building if more than one building is located on the Real Property]*,is $ \_\_\_\_\_\_\_\_ *[insert actual value amount]*, and Borrower maintains flood insurance on said Personal Property, as evidenced by the attached information on values and insurance, in a per building amount that is equal to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *[insert amount that exceeds $500,000.00]*

4. Schedules and Exhibits. Any schedules and exhibits attached hereto are incorporated herein by this reference.

**Borrower covenants and agrees promptly to notify Lender and to deliver to Lender a replacement certificate if any of the information in any certification marked in Section 3 changes such that the certification becomes untrue.**

IN WITNESS WHEREOF, this Certificate is executed by the undersigned this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

Date:

[insert signature blocks]

[attach applicable schedules and exhibits]