**ASSIGNMENT OF COLLATERAL AGREEMENTS**

**AND OTHER LOAN DOCUMENTS**

Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”) (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Lender has agreed to make a loan to Borrower in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_) (the “**Mortgage Loan**”), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to Lender in the amount of the MortgageLoan.

Lender hereby assigns to Fannie Mae, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and existing under the laws of the United States (“**Fannie Mae**”) all right, title and interest of Lender in the Loan Documents, including but not limited to the Loan Documents listed on Exhibit A hereto, executed in connection with the MortgageLoan.

This Assignment is given in connection with, and in consideration of, Fannie Mae’s purchase of the MortgageLoan made by Lender to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

Capitalized terms used and not specifically defined herein shall have the meanings given to such terms in the Loan Agreement.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, Lender has signed and delivered this Assignment under seal (where applicable) or has caused this Assignment to be signed and delivered under seal (where applicable) by its duly authorized representative as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Where applicable law so provides, Lender intends that this Assignment shall be deemed to be signed and delivered as a sealed instrument.

**LENDER**:

By: (SEAL)

Name:

Title:

**EXHIBIT A**

**TO**

**ASSIGNMENT OF COLLATERAL AGREEMENTS**

**AND OTHER LOAN DOCUMENTS**

**[PREPARE AN EXHIBIT A WHICH LISTS ALL LOAN DOCUMENTS OTHER THAN THE NOTE, THE SECURITY INSTRUMENT EXECUTED IN CONNECTION WITH THE LOAN AND THE UCC FINANCING STATEMENTS.]**

**Examples only:**

1. Multifamily Loan and Security Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Borrower and Lender.

2. [Assignment of Management Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and among Borrower, Lender and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

3. [Compliance Agreement for [\_\_\_\_\_\_\_\_\_\_] Operations and Maintenance Plan, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Borrower and Lender.]

4. [Subordination, Non-Disturbance and Attornment Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and among Lender, Borrower and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

5. [Payment Guaranty dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.]

6. [Environmental Indemnity Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.]

7. [Guaranty of Non-Recourse Obligations dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.]

8. [Seasonal Working Capital Reserve Fund and Security Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.]

9. [Interest Rate Cap Reserve and Security Agreement dated as of \_\_\_\_\_\_, between Borrower and Lender.]

10. Any other documents executed in connection with the Mortgage Loan.