**ASSIGNMENT OF COLLATERAL AGREEMENTS**

**AND OTHER LOAN DOCUMENTS**

**(Puerto Rico)**

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 Mortgage Loan 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 INCLUDING ALL MORTGAGE AND PROMISSORY NOTES, THE MORTGAGE, THE SECURITY AGREEMENT, AND ALL UCC FINANCING STATEMENTS EXECUTED IN CONNECTION WITH THE LOAN.]**

**Examples only:**

1. Multifamily Loan and Security Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Borrower and Lender.
2. Mortgage Note in the original principal amount of \_\_\_\_\_\_\_\_ made by \_\_\_\_\_\_\_\_\_ payable upon demand to order of bearer, executed before Notary Public \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_.
3. Multifamily Note in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_made by Borrower to the order of Lender dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Deed of Constitution of Mortgage made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_constituted pursuant to Deed Number \_\_, executed on \_\_\_\_\_\_\_\_ before Notary Public \_\_\_\_\_\_\_\_\_\_\_\_\_.
5. Multifamily Pledge, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (Puerto Rico) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_by and between Borrower and Lender executed before Notary Public \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_.
6. UCC-1 and UCC-3 Financing Statements:
   1. Puerto Rico filings (Fixture and Assignment of Leases and Rents) each prepared by Notary Public \_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_;
   2. Secretary of State of [\_\_\_\_\_\_\_] (Personalty).
7. Collateral Assignment of Payment of Leases from each tenant to Lender.
8. Assignment of Management Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and among Borrower, Lender and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
9. Environmental Indemnity Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.
10. [Compliance Agreement for [\_\_\_\_\_\_\_\_\_\_] Operations and Maintenance Plan, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Borrower and Lender.]
11. [Subordination, Non-Disturbance and Attornment Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and among Lender, Borrower and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]
12. [Payment Guaranty dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.]
13. [Guaranty of Non-Recourse Obligations dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Lender.]
14. [Interest Rate Cap Reserve and Security Agreement dated as of \_\_\_\_\_\_, between Borrower and Lender.]
15. Any other documents executed in connection with the Mortgage Loan.