**---------------------------- [Space Above This Line For Recording Data] ----------------------------**

**COLLATERAL ASSIGNMENT OF**

**[TAX INCREMENT NOTE] AND [REDEVELOPMENT AGREEMENT]**

This COLLATERAL ASSIGNMENT OF [TAX INCREMENT NOTE] AND [REDEVELOPMENT AGREEMENT] (“**Assignment**”) is made as of \_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in favor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS:**

A. 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 $\_\_\_\_\_\_\_\_\_ (the “**Mortgage Loan**”), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Lender in the amount of the MortgageLoan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”).

B. In addition to the Loan Agreement, the Mortgage Loan and the Note are also secured by, among other things, a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof, which encumbers the Mortgaged Property (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”; the Loan Agreement, the Note, the Security Instrument, and all other documents evidencing or securing the Mortgage Loan, the “**Loan Documents**”).

C. Borrower is the owner of a multifamily residential apartment project located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT COUNTY, STATE]** (the “**State**”) and described on the attached Exhibit A (the “**Mortgaged Property**”).

D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT “Borrower” OR** **NAME AND STATE OF ORGANIZATION OF BORROWER’S PREDECESSOR-IN-INTEREST]** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT NAME OF AUTHORITY AND ORGANIZATIONAL EXISTENCE]** (the “**Authority**”) are parties to that certain **[Redevelopment Agreement [DRAFTING NOTE: INSERT NAME OF DOCUMENT]]** dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (as may be further amended, modified or supplemented from time to time, the “**Redevelopment Agreement**”). The Redevelopment Agreement represents a Tax Increment Financing (TIF) Redevelopment Agreement between Borrower and the Authority for a redevelopment of the Mortgaged Property (as hereinafter defined), and authorized the Authority’s participation in the redevelopment of the Mortgaged Property by providing up to $\_\_\_\_\_\_\_\_\_\_\_ to offset Tax Increment Financing (TIF) eligible expenses for the construction, operation and maintenance of improvements at the Mortgaged Property, and including demolishing and clearing existing blighted structures, and constructing improvements [**DRAFTING NOTE: ADD ANY ADDITIONAL SPECIFIC ITEMS THAT THE TIF IS INTENDED TO COVER]**, which included the construction of a multifamily development with approximately \_\_\_ units by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT “Borrower” OR** **BORROWER’S PREDECESSOR-IN-INTEREST]** on the Mortgaged Property.

E. In connection with the Redevelopment Agreement, the Authority, as maker, issued a **[****Tax Increment Note [DRAFTING NOTE: INSERT NAME OF DOCUMENT]**] in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_ in favor of Borrower, as payee and holder, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (as amended, modified, consolidated or restated from time to time, the “**TIF Note**”).

F. Lender requires and Borrower is willing to assign all of its interest in the Redevelopment Agreement and the TIF Note to Lender as additional security for the Mortgage Loan.

**AGREEMENTS:**

**NOW, THEREFORE**, for good and valuable consideration, including the material financial benefit to be derived by Borrower as a result of Lender’s making of the Mortgage Loan, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower does hereby covenant, agree, warrant, represent, assign, set over and transfer, to the extent assignable and transferable, as set forth herein:

1. **Definitions.**

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement or the Security Instrument, as applicable. The following term in this Assignment shall have the following meanings:

“**UCC**” means the applicable Uniform Commercial Code.

1. **Assignment of TIF Note.**

In consideration of Lender’s making of the Mortgage Loan and approval of the Redevelopment Agreement and TIF Note as additional security for the Mortgage Loan, to the extent permitted by applicable law, Borrower hereby (a) pledges and grants Lender a security interest in the TIF Note, and (b) assigns, transfers and sets over unto Lender all of its current and future right, title and interest in and to the payments under the TIF Note, and all rights and benefits therefrom. To the extent permitted by applicable law, it is the intention of Borrower to establish a present, absolute, and irrevocable transfer and assignment to Lender of all of Borrower’s right, title and interest in, to and under the TIF Note.

1. **Collateral Assignment of the Redevelopment Agreement.**

Borrower hereby collaterally assigns to Lender its right, title and interest to and under the Redevelopment Agreement as security for the full, timely and faithful repayment by Borrower of the Mortgage Loan, and performance by Borrower of its obligations under the Loan Documents.

1. **Payments Under the TIF Note.**
   1. Until an Event of Default has occurred, Borrower shall have a revocable license to exercise all rights, power and authority granted to Borrower under the TIF Note, and all payments made by the Authority under the TIF Note shall be paid directly to Borrower in accordance with the terms of the TIF Note. Upon the occurrence of an Event of Default, Borrower shall cause the Authority, upon written demand by Lender, to pay directly and exclusively to Lender or its assigns all sums due under the TIF Note, subject to the terms thereof. Borrower hereby irrevocably authorizes and directs the Authority to recognize the claims of Lender without investigating the reason for any action taken or the validity of or the amount of Indebtedness owing to Lender or the existence of any Event of Default. To the extent such sums are paid to Lender, Borrower agrees that the Authority shall have no further liability to Borrower for the same.
   2. Lender may, if an Event of Default shall have occurred, without notice to or demand upon Borrower, notify any and all persons obligated to Borrower under the Redevelopment Agreement and TIF Note that payment thereof is to be made directly to Lender. After the making of such a request or the giving of any such notification, Borrower shall hold any proceeds of the Redevelopment Agreement and TIF Note received by Borrower as trustee for Lender without commingling the same with other funds of Borrower and shall turn the same over to Lender in the identical form received, together with any necessary endorsements or assignments. Lender shall apply the proceeds of the Redevelopment Agreement and TIF Note to the obligations under the Loan Documents. The receipt by Lender or Borrower of any sum paid by the Authority shall be in discharge and release of that portion of any amount owed by the Authority.
2. **Representations and Warranties.**

Borrower represents and warrants to Lender that:

* 1. subject to receipt of any consent of the Authority required under the Redevelopment Agreement, it has the right to exercise and deliver this Assignment under the terms of the Redevelopment Agreement and the TIF Note. The execution of this Assignment and performance and observance of its terms hereof have been duly authorized by necessary company action and do not contravene or violate any provision of Borrower’s organizational documents;
  2. Borrower has made no prior assignments of the TIF Note or Redevelopment Agreement;
  3. the Redevelopment Agreement and the TIF Note are in full force and effect, subject to no defenses, setoffs or counterclaims and there exists no event, condition or occurrence that would cause the Redevelopment Agreement or the TIF Note to be subject to any defenses, setoffs or counterclaims;
  4. Borrower has performed all of its obligations under the Redevelopment Agreement and the TIF Note and there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of any of the Redevelopment Agreement or the TIF Note; and
  5. the outstanding principal balance under the TIF Note is $\_\_\_\_\_\_\_\_\_\_. Borrower has not received from the Authority any notice of the Authority’s intention to prepay all or any portion of the TIF Note in advance of the regularly scheduled payments thereunder.

Borrower acknowledges and agrees that the Authority is relying on, and is authorized to rely on, the representations, certifications, covenants, and acknowledgments given by Borrower in this Section 5 in connection with the Authority’s execution of that certain Consent to Collateral Assignment of Tax Increment Note and Redevelopment Agreement dated as of an even date herewith.

1. **Covenants.**

Borrower hereby covenants and agrees:

* 1. to faithfully observe and perform all of the obligations and agreements of the TIF Note and Redevelopment Agreement, if any;
  2. not to do any act which would destroy or impair the security afforded to Lender under this Assignment;
  3. to promptly deliver to Lender a copy of each notice delivered by the Authority and received by Borrower pursuant to the Redevelopment Agreement and the TIF Note, including any notice relating to any default, alleged default, or potential default of Borrower, under and pursuant to the Redevelopment Agreement and the TIF Note; and
  4. not permit or consent to the amendment, modification, cancellation or surrender of the Redevelopment Agreement or the TIF Note without the prior written consent of Lender.

1. **Limitation of Liability.**

Until such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement and TIF Note pursuant to the terms of this Assignment, Lender shall not be deemed to have assumed any of the obligations or liabilities under the Redevelopment Agreement or TIF Note, nor shall Lender be liable to the Authority by reason of any default by any party under the Redevelopment Agreement or TIF Note. At such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement, Lender’s liability shall be strictly limited to acts and omissions of Lender occurring during the period of ownership and operation of the Mortgaged Property and the improvements located thereon by Lender.

1. **Indemnification.**

Borrower agrees to indemnify, defend and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur by reason of any claims or demands against it based on its alleged assumption of Borrower’s duty and obligation to perform and discharge the terms, covenants and agreements in the Redevelopment Agreement or the TIF Note.

1. **Further Assurances.**

Within ten (10) days after request by Lender, Borrower shall execute, acknowledge, deliver, and, if necessary, file or record, at its cost and expense, all further acts, deeds, conveyances, assignments, financing statements, transfers, documents, agreements, assurances, and such other instruments as Lender may reasonably require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Assignment.

1. **Events of Default; Remedies.**

Any default by Borrower under the terms and conditions of this Assignment, the Redevelopment Agreement or the TIF Note beyond applicable notice, grace and/or cure periods thereunder, shall be an “Event of Default” under the Loan Documents. Upon the occurrence of an Event of Default under this Assignment or any other Loan Documents:

* 1. Lender may elect to exercise any and all of Borrower’s rights and remedies under the TIF Note, without any interference or objection from Borrower, and Borrower shall cooperate in causing the Authority to comply with all the terms and conditions of the TIF Note;
  2. Lender may exercise Borrower’s rights under the TIF Note and perform all acts in the same manner and to the same extent as Borrower is permitted thereunder;
  3. Lender may exercise Borrower’s rights under the provisions of the Redevelopment Agreement and perform all acts in the same manner and to the same extent as Borrower is permitted thereunder;
  4. with the consent of the Authority, Lender may amend the terms of the Redevelopment Agreement and/or the TIF Note, and, at Lender’s sole and absolute election, make concessions to the Authority; and
  5. Lender may exercise any of its rights and remedies under the Loan Documents.

1. **Enforcement by Lender.**

Subject to the terms and conditions herein, this Assignment may be enforced from time to time by Lender at its discretion, with or without order of any court, as Lender shall determine. Lender shall have no obligation to enforce or continue to enforce this Assignment. Any failure on the part of Lender promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Lender may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Loan Documents.

1. **Protection of Lender’s Security.**

Lender may, at its option, disburse or pay such sums and take such actions as Lender reasonably deems necessary to protect its interest in the TIF Note and the Redevelopment Agreement. Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 12 shall not be deemed to obligate or require Lender to incur any expense or take any action. All of the powers herein granted to Lender shall be liberally construed against Borrower.

1. **No Waiver of Rights by Lender.**

Nothing herein contained shall be construed as constituting a waiver or suspension by Lender of its right to enforce payment of the debts under the terms of the Loan Documents. Lender is not the agent, partner or joint venturer of Borrower or the Authority.

1. **Survival.**

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

1. **Notice.**
   1. All notices under this Assignment shall be:
      1. in writing, and shall be
         1. delivered, in person,
         2. mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or
         3. sent by overnight express courier;
      2. addressed to the intended recipient at its respective address set forth in the preamble to this Assignment; and
      3. deemed given on the earlier to occur of:
         1. the date when the notice is received by the addressee; or
         2. if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.
   2. Any party to this Assignment may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 15.
   3. Any required notice under this Assignment which does not specify how notices are to be given shall be given in accordance with this Section 15.
2. **Security Agreement.**

This Assignment constitutes a security agreement under the UCC. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Borrower. If an Event of Default has occurred, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Assignment and in any Loan Document. Lender may exercise any or all of its remedies with respect to the TIF Note and Redevelopment Agreement, separately or together, and in any order, without in any way affecting the availability or validity of Lender’s other remedies. **[DRAFTING NOTE: LENDER MUST AMEND THE COLLATERAL DESCRIPTION IN THE UCC TO ADD THE TIF NOTE AND REDEVELOPMENT AGREEMENT]**

1. **Appointment of Lender as Attorney-In-Fact.**
   1. Borrower hereby irrevocably makes, constitutes, and appoints Lender (and any officer of Lender or any Person designated by Lender for that purpose) as Borrower’s true and lawful proxy and attorney-in-fact (and agent-in-fact) in Borrower’s name, place, and stead, with full power of substitution, solely for the purpose of carrying out the terms of this Assignment, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Assignment and, without limiting the generality of the foregoing, hereby gives said attorney-in-fact the power and right, on behalf of Borrower, without notice to or assent by Borrower, to, upon the occurrence and during the continuance of an Event of Default generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Redevelopment Agreement and TIF Note in such manner as is consistent with the UCC and as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do at Borrower’s expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Redevelopment Agreement and TIF Note and Lender’s security interest therein, in order to effect the intent of this Assignment, all as fully and effectively as Borrower might do, including, without limitation, the execution, delivery and recording, in connection with any sale or other disposition of any Redevelopment Agreement and TIF Note, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Redevelopment Agreement and TIF Note.
   2. Borrower hereby acknowledges that the appointment of such proxy and attorney-in-fact is coupled with an interest and is irrevocable and shall not be affected by the disability or incompetence of Borrower. Borrower specifically acknowledges and agrees that this power of attorney granted to Lender may be assigned by Lender to Lender’s successors or assigns as holder of the Note (and the other Loan Documents). The foregoing powers conferred on Lender under this Section 17 shall not impose any duty upon Lender to exercise any such powers and shall not require Lender to incur any expense or take any action. Borrower hereby ratifies and confirms all that such attorney-in-fact may do or cause to be done by virtue of any provision of this Assignment and any other Loan Documents.
2. **Conflict.**

In the event of any conflict between the terms of this Assignment and the applicable Loan Documents, the terms and conditions of the Loan Documents shall control.

1. **Counterparts.**

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

1. **Governing Law; Venue.**
   1. The validity, enforceability, interpretation, and performance of this Assignment shall be governed by State (as defined in the Security Instrument) law without giving effect to any conflict of law or choice of law rules that would result in the application of the laws of another jurisdiction.
   2. In the administration or litigation of a controversy arising under or in relation to this Assignment or the security for the Indebtedness, Borrower consents to the exercise of personal jurisdiction by State (as defined in the Security Instrument) court or federal court in such State. Borrower agrees that the State courts have subject matter jurisdiction over such controversies. If Lender elects to sue in State court, Borrower waives any right to remove to federal court or to contest the State court’s jurisdiction. Borrower waives any objection to venue in any State court or federal court in such State, and covenants and agrees not to assert any objection to venue, whether based on inconvenience, domicile, habitual residence, or other ground.
2. **Entire Agreement; Amendments and Waivers.**

The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, all of which shall remain in full force and effect. This Assignment contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Assignment. This Assignment may not be amended or modified except with the prior written consent of Lender.

1. **Construction.**
   1. The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.
   2. Any reference in this Assignment to an “Exhibit” or “Schedule” or a “Section” or an “Article” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit or Schedule attached to this Assignment or to a Section or Article of this Assignment. All Exhibits and Schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.
   3. Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
   4. Use of the singular in this Assignment includes the plural and use of the plural includes the singular.
   5. As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.
   6. Unless otherwise provided in this Assignment, if Lender’s approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender’s sole and absolute discretion.
   7. All references in this Assignment to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, Borrower has caused this Assignment to be executed as of the day and year first above written.

**BORROWER**:

By: (SEAL)

Name:

Title:

**[ADD NOTARY/ACKNOWLEDGMENT FOR BORROWER IN RECORDABLE FORM AND AS REQUIRED IN THE APPLICABLE STATE]**

**EXHIBIT A**

**[DESCRIPTION OF MORTGAGED PROPERTY]**

**[DRAFTING NOTE: DO NOT RECORD THIS WITH THE COLLATERAL ASSIGNMENT. LENDER SHOULD MOVE THIS CONSENT INTO A SEPARATE DOCUMENT, HAVE IT EXECUTED AND DELIVER A COPY IN ACCORDANCE WITH THE 6502 TABLE OF CONTENTS.]**

**CONSENT TO** **COLLATERAL ASSIGNMENT OF** **[TAX INCREMENT NOTE]** **AND [REDEVELOPMENT AGREEMENT]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”) has agreed, subject to the satisfaction of certain terms and conditions, to make a loan in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Mortgage Loan**”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), which loan is or will be secured by a lien on that certain multifamily residential apartment project located at **[DRAFTING NOTE: INSERT PROJECT ADDRESS]** (the “**Mortgaged Property**”). Lender is requiring this Consent to Collateral Assignment of [Tax Increment Note] and [Redevelopment Agreement] (the “**Consent**”) as a condition to making the Mortgage Loan.

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Authority**”), hereby consents to the collateral assignment by Borrower of (1) that certain **[Redevelopment Agreement [DRAFTING NOTE: INSERT NAME OF DOCUMENT]]** (the “**Redevelopment Agreement**”) between the Authority and Borrower and (2) that certain **[Tax Increment Note [DRAFTING NOTE: INSERT NAME OF DOCUMENT]]** in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_ in favor of Borrower, as payee and holder, dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**TIF** **Note**”), from the Authority, as Maker, pursuant to the terms of that certain Collateral Assignment of [Tax Increment Note] and [Redevelopment Agreement] from Borrower to Lender, dated as of \_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Assignment**”), for the purpose of (i) securing the Mortgage Loan, (ii) assigning the Redevelopment Agreement to Lender as collateral for the Mortgage Loan as provided in the Assignment, and (iii) redirecting the payments under the TIF Note directly to Lender in accordance with the Assignment after Lender’s written demand has been delivered to the Authority in the manner set forth in the Redevelopment Agreement. Until such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement and TIF Note pursuant to the terms of the Assignment, the Authority agrees that Lender shall not be deemed to have assumed any of the obligations or liabilities under the Redevelopment Agreement or TIF Note, nor shall Lender be liable to the Authority by reason of any default by any party under the Redevelopment Agreement or TIF Note. At such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement, Lender’s liability shall be strictly limited to acts and omissions of Lender occurring during the period of ownership and operation of the Mortgaged Property and the improvements located thereon by Lender.

**(1) The Authority Representations and Warranties.**

The Authority hereby represents and warrants to Lender that:

* 1. it has the right to exercise and deliver this Consent under the terms of the Redevelopment Agreement and the TIF Note. The execution of this Consent and performance and observance of its terms have been duly authorized by necessary company action and do not contravene or violate any provision of the Authority’s organizational documents;
  2. to the knowledge of the Authority, Borrower has made no prior assignments of the TIF Note or Redevelopment Agreement;
  3. the Redevelopment Agreement and the TIF Note are in full force and effect, subject to no defenses, setoffs or counterclaims; and there exists no event, condition or occurrence that would cause the Redevelopment Agreement or the TIF Note to be subject to any defenses, setoffs or counterclaims;
  4. the Authority has performed all of its obligations under the Redevelopment Agreement and the TIF Note and there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of the Redevelopment Agreement or the TIF Note; and
  5. the Authority has not delivered any notice to Borrower of the Authority’s intention to prepay all or any portion of the TIF Note in advance of the regularly scheduled payments thereunder.

**(2) The Authority Covenants Regarding Collateral Assignment of [Tax Increment Note] And [Redevelopment Agreement].**

The Authority hereby covenants and agrees:

* 1. to faithfully observe and perform all of the obligations and agreements of the TIF Note and Redevelopment Agreement, if any;
  2. not to do any act which would destroy or impair the security afforded to Lender under the Assignment;
  3. to simultaneously deliver to Lender a copy of each notice delivered by the Authority to Borrower pursuant to the Redevelopment Agreement and the TIF Note, including any notice relating to any default, alleged default, or potential default of Borrower, under and pursuant to the Redevelopment Agreement and the TIF Note; and
  4. not permit or consent to the amendment, modification, cancellation or surrender of the Redevelopment Agreement or the TIF Note without the prior written consent of Lender.

The Authority acknowledges and agrees that (i) the Authority is executing this Consent to induce Lender to make (A) the Mortgage Loan and (B) approve of the Redevelopment Agreement and TIF Note as additional security for the Mortgage Loan, and (ii) Lender will rely on the representations and agreements made by the Authority herein in connection with Lender’s agreement to make the Mortgage Loan and the Authority agrees that Lender may so rely on such representations and agreements.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

TIF Project Name: [\_\_\_\_\_\_\_\_\_\_]

Executed \_\_\_\_\_\_\_\_\_, 20\_\_.

**AUTHORITY**:

By:

Name:

Title: