**FORM OF**

**OPINION OF COUNSEL TO**

**ISSUER OF RATE CAP AGREEMENT**

[Date]

Fannie Mae

1100 15th Street, NW

Washington, DC 20005

[Name of Lender]

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Re: Rate Cap Agreement (“**Rate Cap Agreement**”)

Transaction Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_

Dated Effective: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notional Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Buyer**”)

Ladies and Gentlemen:

We have acted as counsel to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Seller**”) in connection with the preparation, execution, and delivery of the Rate Cap Agreement. We have examined a certificate of the [name of Seller’s charterer] of recent date as to the valid certification of Seller to do business as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, such records and other proceedings of Seller and such laws, rules, and regulations as we have deemed necessary for purposes of issuing this opinion. We have also examined a [certificate of incumbency][secretary’s certificate] of Seller (the “**Certificate**”) as to the authority of certain officers of Seller to execute agreements on behalf of Seller and as to the incumbency of the officer(s) of Seller who have executed the Rate Cap Agreement on behalf of Seller. We have assumed the authenticity of certificates and documents submitted to us as originals (other than the Rate Cap Agreement and the Certificate) and the conformity to original documents of documents submitted to us as copies.

Based upon and subject to the foregoing, we are of the opinion that

(1) Seller is duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Rate Cap Agreement and any other documentation relating to the Rate Cap Agreement, and to perform its obligations under the Rate Cap Agreement.

(2) The execution and delivery by Seller of the Rate Cap Agreement and any other documentation relating to the Rate Cap Agreement, and its performance of its obligations under the Rate Cap Agreement have been and remain duly authorized by all necessary corporate action and do not (i) violate any law or regulation applicable to Seller, any provision of its certificate of incorporation or by-laws or any decree, order or judgment to which Seller is subject or (ii) breach, or constitute a default under, any contractual restriction binding on Seller or its assets.

(3) No approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by Seller of the Rate Cap Agreement.

(4) The Rate Cap Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except that the enforcement of the rights and remedies with respect thereto is subject to applicable bankruptcy, insolvency, reorganization, liquidation, moratorium, or similar laws affecting the enforcement of creditors’ rights generally as they may be applied in the bankruptcy, insolvency, reorganization or liquidation of Seller, and that the availability of the remedies of specific performance, of injunction relief or other equitable remedies is subject to the discretion of the court before which any proceedings therefor may be brought.

We express no opinion as to the laws of any jurisdiction other than the laws of [the state of Seller’s organization] 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 state of Seller’s organization] 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 we become aware of any facts that might change the opinions expressed above after the date of this opinion.

We confirm that we do not have, other than as counsel for Seller, any interest in Seller and do not serve as [a director, officer or] [an] employee of Seller. We have no undisclosed interest in the subject matters of this opinion.

The foregoing opinions are for the exclusive reliance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert Lender’s name], Fannie Mae and any successor or assign of such parties.

Very truly yours,

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

[Authorized Signature]