AGREEMENT AND ASSIGNMENT REGARDING
GENERAL CONTRACTOR’S CONTRACT

This AGREEMENT AND ASSIGNMENT REGARDING GENERAL CONTRACTOR’S CONTRACT (this “**Agreement**”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_, by and among \_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”), \_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”)][FANNIE MAE, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and duly organized and existing under the laws of the United States (“**Fannie Mae**”)]. **[NOTE TO DRAFTER: LENDER SHOULD BE A PARTY ONLY AT LOAN ORIGINATION]**.

Recitals:

A. Contractor has entered into a contract dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with Borrower, pursuant to which Contractor has agreed to serve as the general contractor and to provide construction services to Borrower as set forth in such contract (the “**Project Contract**”), a copy of which is attached hereto as Exhibit A, with respect to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[**NOTE TO DRAFTER: DESCRIBE WITH SPECIFICITY THE CONSTRUCTION WORK**] (the “**Project**”).

B. The Project will be built on the mortgaged property commonly known as \_\_\_\_\_\_\_\_\_\_\_ (the “**Mortgaged Property**”).

**[NOTE TO DRAFTER: TO BE USED WITH THE 6000 SERIES LOAN DOCUMENTS AT ORIGINATION]**

C. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Lender is making 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 Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”).

D. The Note will be secured by, among other things, a Security Instrument (as defined in the Loan Agreement) encumbering the real property described in the Security Instrument.

**[NOTE TO DRAFTER: TO BE USED WITH THE 6000 SERIES LOAN DOCUMENTS POST-CLOSING]**

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

D. 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 Effective Date (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”).

E. Fannie Mae is the successor-in-interest to the Prior Lender under the Loan Agreement, the holder of the Note and the mortgagee or beneficiary under the Security Instrument.

F. [Prior Lender][\_\_\_\_\_\_\_\_\_\_\_] services the Mortgage Loan on behalf of Fannie Mae.

**[NOTE TO DRAFTER: TO BE USED WITH THE 4000 SERIES LOAN DOCUMENTS POST-CLOSING]**

C. Fannie Mae is the holder of that certain Multifamily Note dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ (the “**Effective Date**”) executed by Borrower and made payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Prior Lender**”) (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”) in the original principal amount of $\_\_\_\_\_\_\_\_\_ (the “**Loan**”).

D. The Loan and the Note are secured by, among other things, a certain Multifamily Mortgage, Deed of Trust, or Deed to Secure Debt dated as of the Effective Date (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”). Fannie Mae is now the mortgagee or beneficiary under the Security Instrument.

E. The Note, the Security Instrument, and all other documents executed in connection with the Loan are collectively referred to as the “**Loan Documents**.”

F. [Prior Lender][\_\_\_\_\_\_\_\_\_\_\_] services the Loan on behalf of Fannie Mae.

[E][G]. **[Lender][Fannie Mae]** requires, as a condition precedent to **[making the Mortgage Loan to Borrower and]** its consent to the construction of the Project on the Mortgaged Property, that this Agreement be executed and agreed to by Contractor and Borrower.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor, Borrower and **[Lender][Fannie Mae]** agree as follows:

**AGREEMENTS:**

1. **Recitals.**

The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Agreement.

1. **Assignment.**

Borrower hereby sells, transfers, sets over and assigns to **[Lender][Fannie Mae]**, and grants to **[Lender][Fannie Mae]** a security interest in, all of its right, title and interest in and to the Project Contract, together with all additions thereto, substitutions therefor and modifications thereof; provided, however, that **[Lender][Fannie Mae]** hereby consents to the use and enjoyment by Borrower of all of Borrower’s rights under the Project Contract until such time as an Event of Default (as defined in the **[Loan Agreement][Security Instrument]**) has occurred under any of the Loan Documents (as defined in the **[Loan Agreement][Security Instrument]**).

1. **Consent and Performance Following Default Notice.**
	1. Contractor consents to the assignment contained in Section 2 above and agrees that, after **[Lender][Fannie Mae]** has notified Contractor of an Event of Default (a “**Default Notice**”), **[Lender][Fannie Mae]** may elect to: (i) require Contractor to continue performance, or (ii) elect to terminate the Project Contract.
	2. If **[Lender][Fannie Mae]** elects to require Contractor to continue performance, then **[Lender][Fannie Mae]** shall:
		1. provide written notice of such request to Contractor, and Contractor shall continue performance on **[Lender’s][Fannie Mae’s]** behalf under the Project Contract in accordance with the terms thereof, provided that Contractor shall be reimbursed in accordance with the Project Contract for all work, labor, and materials rendered after the Default Notice was provided by **[Lender][Fannie Mae]** unless and until the Project Contract is terminated by **[Lender][Fannie Mae]**; and
		2. make payments to Contractor for all work, labor and materials performed or rendered in accordance with the Project Contract subsequent to the date of the last payment by Borrower and prior to Contractor’s receipt of **[Lender’s][Fannie Mae’s]** request to continue performance, to the extent that (A) such work was properly performed in accordance with the Project Contract as determined by **[Lender][Fannie Mae],** and (B) Contractor has not been previously paid for such work.
	3. Unless and until **[Lender][Fannie Mae]** elects to require Contractor to continue performance, Contractor agrees:
		1. that it will have no claims (including any claims for payment) or causes of action against **[Lender][Fannie Mae]** or any servicer of the **[Mortgage Loan][Loan]**, their successors or assigns, or any officer, director, employee, trustee or shareholder of **[Lender][Fannie Mae]** or servicer of the **[Mortgage Loan][Loan]** (collectively, the “**Protected Parties**”) arising out of or in connection with the Project Contract or the transactions contemplated by the Project Contract; and
		2. not to sue or otherwise seek to enforce any obligation of Borrower against any of the Protected Parties with respect to any matters arising out of or in connection with the Project Contract or the transactions contemplated by the Project Contract.
2. **Termination.**

After the occurrence of an Event of Default, if **[Lender][Fannie Mae]** determines that it is in **[Lender’s][Fannie Mae’s]** interest to terminate the Project Contract, **[Lender][Fannie Mae]** may terminate the Project Contract pursuant to the termination provisions of the Project Contract without payment of any premium or penalty notwithstanding the terms of the Project Contract, as of such date as **[Lender][Fannie Mae]** may specify by notice to Contractor, which notice date shall be given at least three (3) days prior to the termination date, but **[Lender][Fannie Mae]** shall pay Contractor for any work performed at the direction of **[Lender][Fannie Mae]** provided between the time the Default Notice is given and the time the Project Contract is terminated. Notwithstanding the foregoing, after the occurrence of an Event of Default, but prior to terminating the Project Contract, **[Lender][Fannie Mae]** may instruct Contractor to suspend performance under the Project Contract, secure the premises, and cooperate with any inspections of the Project by or on behalf of **[Lender][Fannie Mae]** until **[Lender][Fannie Mae]** determines whether to terminate the Project Contract as otherwise set forth herein.

1. **Representations and Warranties.**
	1. Contractor hereby represents and warrants that:
		1. the Project Contract is in full force and effect and has not been modified or amended except as shown on Exhibit A;

(2) Contractor has full power and authority to enter into this Agreement;

(3) the maximum price for services to be rendered by Contractor to Borrower in connection with the Project pursuant to the Project Contract shall not exceed the sum set forth in the Project Contract, except for change orders paid from the contract contingency line item of the Project budget, if any;

(4) Contractor has not sent or received any notice of default or any notice for the purpose of terminating the Project Contract, nor to Contractor’s knowledge, is there any existing circumstance or event which, but for the lapse of time or otherwise, would constitute a default by either Contractor or Borrower under the Project Contract;

(5) all building permits necessary to construct the Project in accordance with the Project Contract have been or, to Contractor’s knowledge, will be issued; and

(6) Contractor has no right, title or interest in or to the plans, specifications and drawings relating to the Project.

* 1. Borrower hereby represents and warrants that:
		1. the Project Contract is in full force and effect and has not been modified or amended except as shown on Exhibit A;
		2. Borrower has full power and authority to enter into this Agreement;
		3. to Borrower’s knowledge, there are no defaults under the Project Contract; and
		4. Borrower has not made any other assignment of the Project Contract.
1. **Project** **Contract Modifications.**

Borrower and Contractor each agree that the Project Contract may not (except for change orders paid from the contract contingency line item of the Project budget) be amended, supplemented or otherwise modified in any material respect, assigned, or waived in whole or in part, except in writing after the prior written approval of **[Lender][Fannie Mae]**, which approval shall not be unreasonably withheld. **[NOTE TO DRAFTER: BUSINESS AND CREDIT TEAM TO DETERMINE WHETHER TO PERMIT ADDITIONAL PROJECT CONTRACT MODIFICATIONS UP TO DETERMINED THRESHOLD AMOUNTS]**

1. **Project** **Contract Defaults.**
	1. Contractor shall promptly notify **[Lender][Fannie Mae]** of any claim that Borrower is in breach of any Borrower obligations under the Project Contract and shall promptly provide **[Lender][Fannie Mae]** with copies of all notices sent by Contractor to Borrower pursuant to the Project Contract.
	2. Contractor shall neither exercise any rights to terminate the Project Contract, nor suspend work on the Project due to any claimed default of Borrower, without giving thirty (30) days’ prior written notice to **[Lender][Fannie Mae]**.
	3. Contractor shall not exercise any rights which may arise from Borrower’s breach of the Project Contract if **[Lender][Fannie Mae]**:
		1. cures or corrects any breach of Borrower’s obligations within thirty (30) days’ written notice of such breach, or if cure is impracticable in such thirty (30) day period, begins and diligently pursues curative measures to completion; and
		2. cures any monetary default of Borrower within thirty (30) days’ prior written notice of such breach.
2. **Successor Owner.**
	1. If **[Lender][Fannie Mae]**, its successor, assignee, nominee or a designated agent (“**New Owner**”) acquires title to the Mortgaged Property through foreclosure, acceptance of a deed in lieu of foreclosure, or otherwise, then New Owner may, at its sole option, either:
		1. terminate the Project Contract pursuant to the termination provisions of the Project Contract without payment of any premium or penalty, notwithstanding the terms of the Project Contract, as of such date as **[Lender][Fannie Mae]** may specify by notice to Contractor, which notice date shall be given at least three (3) days prior to the termination date; or
		2. elect to keep the Project Contract in full force and effect for all or such portion of the remainder of the term thereof as New Owner may specify by written notice to Contractor.
	2. A notice pursuant to the preceding paragraph may be given either before or after New Owner’s acquisition of title to the Mortgaged Property, but no notice given before New Owner acquires title to the Mortgaged Property shall have the effect of terminating the Project Contract prior to such acquisition of title.
	3. If New Owner elects to exercise its option under this Agreement to cause Contractor to continue performance in accordance with the terms of the Project Contract, then:
		1. Contractor shall continue to perform its obligations under the Project Contract, subject only to performance by New Owner of those obligations of Borrower under the Project Contract which arise or come due after New Owner’s notice of election to keep the Project Contract in full force and effect;
		2. New Owner shall make payments to Contractor for all work, labor and materials performed or rendered at the direction of **[Lender][Fannie Mae]**, in accordance with the Project Contract subsequent to the date of the last payment by Borrower and prior to Contractor’s receipt of New Owner’s request to continue performance, to the extent that (A) such work was properly performed in accordance with the Project Contract as determined by New Owner and (B) Contractor has not been previously paid for such work; and
		3. notwithstanding any provision of the Project Contract to the contrary, New Owner shall have the unqualified right to reassign the Project Contract to any person or entity to whom or to which New Owner may convey the Mortgaged Property or to any nominee, provided that:
			1. such assignee or nominee assumes those obligations of Borrower under the Project Contract which arise or come due after such reassignment; and
			2. New Owner and Borrower have paid all sums due to Contractor pursuant to this Agreement as of the date of such reassignment. In the event of any such reassignment by New Owner, New Owner shall have no liability or obligation for any payment or performance due under the Project Contract after the date of such reassignment.
3. **Estoppel.**

Contractor shall, at any time and from time to time upon not less than five (5) business days’ prior written notice by **[Lender][Fannie Mae]** to Borrower, execute, acknowledge and deliver to **[Lender][Fannie Mae]** a statement in writing certifying that the Project Contract is unmodified and is in full force and effect (or if there have been modifications, that the Project Contract is in full force and effect as modified and stating the modifications) and stating whether, to the best knowledge of Contractor, either Contractor or Borrower is in default beyond the expiration of any applicable notice and cure periods of any covenant, agreement, term, provision, or condition contained in the Project Contract, and, if so, specifying each such default of which Contractor may have knowledge.

1. **Further Assignment.**

**[Lender][Fannie Mae]** shall have the right to further assign its rights under this Agreement to any purchaser or transferee of the **[Mortgage Loan][Loan]** and of the Loan Documents.

1. **Acknowledgment of Assignment.**

Contractor acknowledges that Borrower has assigned to **[Lender][Fannie Mae]** all of Borrower’s right, title and interest in and to the plans, specifications, drawings and construction and architectural agreements, together with any and all modifications thereof, prepared for the Project, including, without limitation, any additions, enlargements or extensions thereof. Other than pursuant to Section 3 above, nothing in the Project Contract or in this Agreement, and no action by **[Lender][Fannie Mae]** pursuant hereto, shall be construed as imposing on **[Lender][Fannie Mae]**, or as constituting an assumption by **[Lender][Fannie Mae]** of, any obligation of Borrower under the Project Contract. Any actions or proceedings to enforce this Agreement may be taken by **[Lender][Fannie Mae]** either in its name or in the name of Borrower as it may deem necessary.

1. **Officer Certification.**

The officer executing this Agreement on behalf of Contractor certifies that Contractor has full authority under all applicable state and local laws and regulations, and has taken all necessary actions, to perform all of Contractor’s obligations under the Project Contract in accordance with the terms thereof, as may be modified by this Agreement.

1. **Full Force and Effect.**

This Agreement shall continue in full force and effect until full payment of all indebtedness secured by the Security Instrument and all obligations imposed by this Agreement are satisfied, at which time this Agreement shall terminate and be void and of no further force and effect without the necessity of any further instrument.

1. **WAIVER OF TRIAL BY JURY.**

THE PARTIES HERETO, TO THE FULLEST EXTENT THAT EACH MAY LAWFULLY DO SO, HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY HERETO AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY HERETO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTIES.

1. **Successors and Assigns.**

Except as otherwise provided in this Agreement, whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party. All covenants, promises and agreements in this Agreement contained, by or on behalf of Borrower, shall inure to the benefit of **[Lender][Fannie Mae]** and its respective successors and assigns.

1. **Notice.**
	1. **Process of Serving Notice.**

All notices under this Agreement 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;
			3. sent by overnight courier; or
			4. sent by electronic mail with originals to follow by overnight courier;
		2. addressed to the intended recipient at its respective address set forth at the end of this Agreement; and
		3. deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) 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 any express courier service.

* 1. **Change of Address.**

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties to this Agreement in accordance with this Section 16.

* 1. **Default Method of Notice.**

Any required notice under this Agreement which does not specify how notices are to be given shall be given in accordance with this Section 16.

* 1. **Receipt of Notices.**

No party hereto shall refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

1. **Counterparts.**

This Agreement 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 and Consent to Jurisdiction.**
	1. This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located (the “**Property Jurisdiction**”), without regard to the application of choice of law principles.
	2. Any controversy arising under or in relation to this Agreement shall be litigated exclusively in the Property Jurisdiction without regard to conflicts of laws principles. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction and venue of such courts for any such litigation and waive any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.
2. **Severability; Amendments.**

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

1. **Indemnification.**

**[Lender][Fannie Mae]** shall have no obligation to perform or satisfy any duty or obligation of Borrower under the Project Contract. Borrower shall and does hereby indemnify, defend and hold **[Lender][Fannie Mae]** harmless from, against, and in respect of:

* 1. any and all actions, causes of action, suits, claims, demands, judgments, proceedings, and investigations (or any appeal thereof or relative thereto or other review thereof), of any kind or nature whatsoever, arising out of, by reason of, as a result of, or in connection with the Project Contract; and
	2. any and all liabilities, damages, losses, costs, expenses (including reasonable counsel fees, expenses, and disbursements), amounts paid in compromise or settlement, and amounts suffered, incurred, or sustained by **[Lender][Fannie Mae]** as a result of, by reason of, or in connection with any of the matters covered by the immediately preceding clause provided, however, such indemnity shall not apply in the event any such actions, causes of action, suits, claims, demands, judgments, proceedings, and investigations (or any appeal thereof or relative thereto or other review thereof), are caused by the gross negligence or willful misconduct of **[Lender][Fannie Mae]** as determined by a court of competent jurisdiction pursuant to a final non-appealable court order.
1. **Waiver with respect to damages.**

 TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CONTRACTOR NOR BORROWER SHALL ASSERT, AND BOTH CONTRACTOR AND BORROWER HEREBY WAIVE, ANY CLAIMS AGAINST **[LENDER][FANNIE MAE]**, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, AGREEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED THEREBY.

1. **Construction.**
	1. The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.
	2. Any reference in this Agreement 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 Agreement or to a Section or Article of this Agreement. All exhibits and schedules attached to or referred to in this Agreement, if any, are incorporated by reference into this Agreement.
	3. Any reference in this Agreement 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 Agreement includes the plural and use of the plural includes the singular.
	5. As used in this Agreement, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.
	6. Whenever Borrower’s knowledge is implicated in this Agreement or the phrase “to Borrower’s knowledge” or a similar phrase is used in this Agreement, Borrower’s knowledge or such phrase(s) shall be interpreted to mean to the best of Borrower’s knowledge after reasonable and diligent inquiry and investigation.
	7. Unless otherwise provided in this Agreement, if **[Lender’s][Fannie Mae’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][Fannie Mae’s]** sole and absolute discretion.
	8. All references in this Agreement 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.
	9. “**[Lender][Fannie Mae]** may” shall mean at **[Lender’s][Fannie Mae’s]** discretion, but shall not be an obligation.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, the parties hereto have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable), each by its duly authorized representative. Where applicable law so provides, the parties hereto intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

**CONTRACTOR:**

By: (SEAL)

Name:

Title:

Address:

**BORROWER:**

By: (SEAL)

Name:

Title:

Address:

**[Lender][Fannie Mae]:**

By: (SEAL)

Name:

Title:

Address:

**EXHIBIT A**

Project Contract

**[See attached.]**