**[DRAFTING NOTE: THIS DOCUMENT MAY BE REVISED BY LENDER’S COUNSEL AS NECESSARY TO REFLECT THE LOAN HISTORY AND THE ACTUAL LOAN BEING ASSUMED AND IN ACCORDANCE WITH ANY ADDITIONAL LENDER REQUIREMENTS PERMITTED PURSUANT TO THE GUIDE.]**

**[Drafting Note: bracketed language should be deleted if not applicable.]**

**ASSUMPTION AND RELEASE AGREEMENT**

**(FULL PROPERTY AND LOAN ASSUMPTION)**

**(4000 SERIES LOAN DOCUMENTS)**

This Assumption and Release Agreement (“**Agreement**”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Transferor**”), [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (individually and [together/collectively], “**Original Key Principal**”)], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Transferee**”), [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (individually and [together/collectively], “**New Key Principal**”)] and 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**”).

**RECITALS:**

1. Fannie Mae is the holder of that certain Multifamily Note [(as modified by the Addendum to Multifamily Note] dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ ([collectively,] the “**Note**”)in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ made by Transferor to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Original Lender**”), which Note evidences a loan (“**Mortgage Loan**”) made by Original Lender to Transferor. To secure the repayment of the Note, Transferor also executed and delivered a Multifamily [Deed of Trust], [Mortgage], [Deed to Secure Debt], Assignment of [Leases and] Rents and Security Agreement, [including a Rider to Multifamily Instrument], dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, **[INSERT RECORDING INFORMATION IF NECESSARY]** [and recorded as instrument number\_\_\_\_\_\_\_\_\_\_][at deed book \_\_\_\_ and page number \_\_\_\_\_\_] in the land records of \_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_] (as amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the “**Security Instrument**”) encumbering the land as more particularly described in Exhibit A to this Agreement (the “**Mortgaged Property**”). Transferor is liable for the payment and performance of all of Transferor’s obligations under the Note, the Security Instrument and all other documents executed in connection with the Mortgage Loan, as listed on Exhibit B to this Agreement (collectively, the “**Loan Documents**”). Each of the Loan Documents has been duly assigned or endorsed to Fannie Mae, including the Security Instrument, which has been assigned to Fannie Mae pursuant to that certain Assignment of Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT RECORDING INFORMATION IF NECESSARY]** [and recorded [as instrument number\_\_\_\_\_\_\_\_\_\_] [at deed book \_\_\_\_ and page number \_\_\_\_\_\_] in the land records of \_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_]. The current servicer of the Mortgage Loan is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Servicer**”).
2. [[Original Key Principal is liable for the obligations under the Acknowledgement and Agreement of Key Principal to Personal Liability for Exceptions to Non-Recourse Liability contained in the Note (the “**Acknowledgement**”).] **[OR]** [Original Key Principal is liable for the obligations under the Exceptions to Non-Recourse Guaranty dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ (“**Guaranty**”).]]
3. Fannie Mae has been asked to consent to the transfer of the Mortgaged Property to Transferee and the assumption by Transferee of the obligations of Transferor under the Loan Documents.
4. [Fannie Mae has been asked to consent to the release of Original Key Principal from its respective obligations under the [Acknowledgement] **[OR]** [Guaranty] and accept the assumption by New Key Principal of Original Key Principal’s obligations under the [Acknowledgement] **[OR]** [Guaranty].]
5. [Fannie Mae requires that the Transferee [and New Key Principal] be identified in the Security Instrument for the purposes of the transfer restrictions.]
6. Fannie Mae has agreed to consent to [(i)] the transfer of the Mortgaged Property by Transferor to Transferee[, and (ii) the release of Original Key Principal from **[his / her / its / their respective]** obligations under the [Acknowledgement] **[OR]** [Guaranty],] subject to the terms and conditions stated below.

**AGREEMENTS:**

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Transferor, Transferee [, Original Key Principal] [, New Key Principal] and Fannie Mae agree as follows:

1. **Recitals.**

The recitals set forth above are true and correct and are hereby incorporated by reference.

1. **Defined Terms.**

All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Security Instrument. As used in this Agreement, the following terms shall have the following meanings:

“**Claims**” means any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which Transferor [, Original Key Principal] [, New Key Principal] or Transferee, or any of their respective partners, members, officers, agents or employees, may now or hereafter have against Indemnitees, if any, and irrespective of whether any such claims arise out of contract, tort, violation of laws or regulations, or otherwise in connection with any of the Loan Documents, including any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees or assumption fees, any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, NEGLIGENCE, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law.

“**Indemnitees**” means, collectively, Original Lender, Servicer, Fannie Mae and their respective successors, assigns, agents, directors, officers, employees and attorneys, and each current or substitute trustee under the Security Instrument.

1. **Assumption of Obligations.**

Transferee hereby agrees to assume all of the payment and performance obligations of Transferor set forth in the Note, the Security Instrument and the other Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement, including payment of all sums due under the Note. Transferee further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by Transferee.

1. **Transferor’s [and Original Key Principal’s] Representations and Warranties.**

Transferor [and Original Key Principal] represent[s] and warrant[s] to Fannie Mae as of the date of this Agreement that:

* 1. The Note has an unpaid principal balance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and prior to default bears interest at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%) per annum;
  2. The Note requires that monthly payments of principal and interest in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ be made on or before the first (1st) day of each month, continuing to and including \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, when all sums due under the Loan Documents will be immediately due and payable in full;
  3. The Security Instrument is a valid first lien on the Mortgaged Property for the full unpaid principal amount of the Mortgage Loan and all other amounts as stated in the Security Instrument;
  4. There are no defenses, offsets or counterclaims to the Note, the Security Instrument or the other Loan Documents;
  5. There are no defaults by Transferor under the provisions of the Note, the Security Instrument or the other Loan Documents;
  6. All provisions of the Note, the Security Instrument and other Loan Documents are in full force and effect; and
  7. There are no subordinate liens of any kind covering or relating to the Mortgaged Property, nor are there any mechanics’ liens or liens for unpaid taxes or assessments encumbering the Mortgaged Property, nor has notice of a lien or notice of intent to file a lien been received. **[Drafting Note: If there are subordinate liens on the Property which have been consented to by Fannie Mae, modify this representation.]**

Transferor [and Original Key Principal] understand[s] and intend[s] that Fannie Mae will rely on the representations and warranties contained herein.

1. **Transferee’s [and New Key Principal’s] Representations and Warranties.**

Transferee [and New Key Principal] represent[s] and warrant[s] to Fannie Mae as of the date of this Agreement that [neither Transferee nor [New Key Principal has] **[OR]** [Transferee does not have] any knowledge that any of the representations made by Transferor [and Original Key Principal] in Section 4 above are not true and correct.

1. **Consent to Transfer.**

Fannie Mae hereby consents to the transfer of the Mortgaged Property and to the assumption by Transferee of all of the obligations of Transferor under the Loan Documents, subject to the terms and conditions set forth in this Agreement. Fannie Mae’s consent to the transfer of the Mortgaged Property to Transferee is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender’s consent pursuant to the terms of the Security Instrument.

1. **[Amendment and Modification of Loan Documents.] [DRAFTING NOTE: THIS SECTION SHOULD BE ADDED IF NECESSARY.]**
2. **[Assumption by New Key Principal of Liability for the Exceptions to Non-Recourse.**

New Key Principal hereby assumes all liability under the provisions of the [Acknowledgement] **[OR]** [Guaranty].**]**

1. **Release of Transferor [and Original Key Principal].**

In reliance on Transferor’s [, Original Key Principal’s, New Key Principal’s] and Transferee’s representations and warranties in this Agreement, Fannie Mae releases Transferor [and Original Key Principal] from all of [its][their] respective obligations under the Loan Documents, provided, however, that Transferor [and Original Key Principal] [is][are] not released from any liability pursuant to this Agreement [or paragraph D (Environmental Hazards) of the Rider to Multifamily Instrument executed by Transferor as a part of the Security Instrument for any liability that relates to the period prior to the date hereof, regardless of when such environmental hazard is discovered] **[OR]** [Section 18 of the Security Instrument]. If any material element of the representations and warranties made by Transferor [and Original Key Principal] contained herein is false as of the date of this Agreement, then the release set forth in this Section 9 will be cancelled as of the date of this Agreement and Transferor [and Original Key Principal] will remain obligated under the Loan Documents as though there had been no such release.

1. **Priority; Modification.**

This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Except as expressly modified hereby, the Note, Security Instrument and other Loan Documents shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens set forth in the Security Instrument or the Loan Documents, which are incorporated herein by reference. Transferee [and New Key Principal(s)] hereby [ratify and affirm/ratifies and affirms] the [respective] agreements made by Transferor [and Original Key Principal(s)] to Original Lender in connection with the Mortgage Loan and agree(s) that, except to the extent modified hereby, all of such agreements remain in full force and effect.

1. **No Impairment of Lien.**

Nothing set forth herein shall affect the priority or extent of the lien of any of the Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the Loan Documents.

1. **Costs.**

Transferee and Transferor agree to pay all fees and costs (including attorneys’ fees) incurred by Fannie Mae and Servicer in connection with Fannie Mae’s consent to and approval of the transfer of the Mortgaged Property and a transfer fee of $\_\_\_\_\_\_\_\_\_\_\_\_ in consideration of the consent to that transfer.

1. **Financial Information.**

Transferee [and New Key Principal] represent[s] and warrant[s] to Fannie Mae that all financial information and information regarding the management capability of Transferee [and New Key Principal] provided to Servicer or Fannie Mae was true and correct as of the date provided to Servicer or Fannie Mae and remains materially true and correct as of the date of this Agreement.

1. **Complete Release.**

Transferee [, Original Key Principal] [, New Key Principal] and Transferor, [jointly and severally as between Transferee and New Key Principal,] unconditionally and irrevocably release and forever discharge Indemnitees from all Claims, and jointly and severally agree to indemnify Indemnitees, and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims or the transfer of the Mortgaged Property. Notwithstanding the foregoing, Transferor [and Original Key Principal] shall not be responsible for any Claims arising from the action or inaction of Transferee [and New Key Principal], and Transferee [and New Key Principal] shall not be responsible for any Claims arising from the action or inaction of Transferor [or Original Key Principal]. Transferor and Transferee agree that Fannie Mae and Original Lender have no fiduciary or similar obligations to Transferor or Transferee and that their relationship is strictly that of creditor and debtor. This release is accepted by Fannie Mae, Servicer and Original Lender pursuant to this Agreement and shall not be construed as an admission of liability on the part of any such party. Transferor [, Original Key Principal] [, New Key Principal] and Transferee hereby represent and warrant that they are the current legal and beneficial owners of all Claims, if any, released hereby and have not assigned, pledged or contracted to assign or pledge any such Claim to any other person.

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

Except as otherwise set forth herein or in any Loan Document, 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 the address(es) below the signature block, as applicable; 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 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 identified in this Agreement.

* 1. **Receipt of Notices.**

Transferee, Transferor [, Original Key Principal] [, New Key Principal] and Lender shall not 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. **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 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 Transferor’s [, Original Key Principal’s] [, New Key Principal’s] or Transferee’s knowledge is implicated in this Agreement or the phrase “to Transferor’s knowledge” [, “to Original Key Principal’s knowledge”] [, “to New Key Principal’s knowledge”] or “to Transferee’s knowledge” or a similar phrase is used in this Agreement, Transferor’s [, Original Key Principal’s] [, New Key Principal’s] or Transferee’s knowledge or such phrase(s) shall be interpreted to mean to the best of Transferor’s [, Original Key Principal’s] [, New Key Principal’s] or Transferee’s knowledge after reasonable and diligent inquiry and investigation.
   7. Unless otherwise provided in this Agreement, 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.
   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 may” shall mean at Lender’s discretion, but shall not be an obligation.
2. **WAIVER OF JURY TRIAL.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,** **EACH OF THE PARTIES TO THIS AGREEMENT (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER OR KEY PRINCIPAL AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF THE PARTIES TO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

1. **Miscellaneous.**
   1. This Agreement shall be construed according to and governed by the laws of the jurisdiction in which the Mortgaged Property is located without regard to its conflicts of law principles.
   2. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.
   3. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
   4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
   5. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
   6. THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, Transferee, [New Key Principal,] Transferor [, Original Key Principal] and Fannie Mae, have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by their duly authorized representative. Where applicable law so provides, Transferee, [New Key Principal,] Transferor [, Original Key Principal] and Fannie Mae,intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

**TRANSFEREE**:

By: (SEAL)

Name:

Title:

Address:

**[NEW KEY PRINCIPAL**:

By: (SEAL)

Name:

Title:

Address:

**]**

**TRANSFEROR**:

By: (SEAL)

Name:

Title:

Address:

**[ORIGINAL KEY PRINCIPAL**:

By: (SEAL)

Name:

Title:

Address:

**]**

**FANNIE MAE**:

By: (SEAL)

Name:

Title:

Address: Fannie Mae (Multifamily)

Certification and Custody

Document Delivery Facility (DDF)

21240 Ridgetop Circle

Sterling, VA 20166

**[ADD NOTARY PROVISIONS]**

**EXHIBIT A**

**to**

**ASSUMPTION AND RELEASE AGREEMENT**

**(FULL PROPERTY AND LOAN ASSUMPTION)**

**(4000 SERIES LOAN DOCUMENTS)**

**[DRAFTING NOTE: Insert Mortgaged Property description used in the Security Instrument]**

**EXHIBIT B**

**to**

**ASSUMPTION AND RELEASE AGREEMENT**

**(FULL PROPERTY AND LOAN ASSUMPTION)**

**(4000 SERIES LOAN DOCUMENTS)**

**[DRAFTING NOTE: LENDER’S COUNSEL MUST PREPARE AN EXHIBIT B, WHICH INCLUDES ALL OF THE EXECUTED LOAN DOCUMENTS.  THIS PAGE IS AN EXAMPLE ONLY.  NOTE THAT THE CERTIFICATE OF BORROWER SHOULD NOT BE LISTED AS A LOAN DOCUMENT AS A NEW ONE MUST BE EXECUTED BY TRANSFEREE IN CONNECTION WITH THE ASSUMPTION]**

1. Multifamily Note dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [as modified by an Addendum to Note dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_].

2. [Deed of Trust] [Mortgage] [Deed to Secure Debt], Assignment of Rents and Security Agreement, [including a Rider to Multifamily Instrument,] dated as of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by Transferor for the benefit of Original Lender.

3. Achievement Agreement dated as of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. Replacement Reserve and Security Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. Completion/Repair and Security Agreement dated as of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6. Operating Deficit Escrow Agreement, dated as of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7. Assignment of Management Agreement [require a new agreement in all cases].

8. O&M Agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9. Payment Guaranty.