\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

FORM OF OPINION OF COUNSEL FOR LENDER

(UPON EXECUTION OF RESERVE AGREEMENT)

Fannie Mae

Midtown Center

1100 15th Street, NW

Washington, DC 20005

Attn: Multifamily Lender Risk Management

U.S. Bank National Association

1 Federal Street

Boston, Ma. 02110

Attention: Corporate Trust

 Fannie Mae DUS Account Officer

Re: Amended and Restated Delegated Underwriting and Servicing Reserve Agreement

Ladies and Gentlemen:

 We have acted as counsel to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Lender") in connection with the Amended and Restated Delegated Underwriting and Servicing Reserve Agreement (the "Reserve Agreement"), executed by Lender, and submitted to Fannie Mae ("Fannie Mae") and U.S. Bank National Association (the "Collateral Custodian") for signature.

 In such capacity as counsel for Lender, we have prepared, reviewed or examined, and are familiar with, originals or copies, certified or otherwise, identified to our satisfaction, of the following documents:

A. Amended and Restated Mortgage Selling and Servicing Contract (the "Contract").

B. Amended and Restated Delegated Underwriting and Servicing Addendum to the Mortgage Selling and Servicing Contract between Lender and Fannie Mae (the "DUS Addendum").

C. Reserve Agreement.

D. Amended and Restated Delegated Underwriting and Servicing Master Loss Sharing Agreement between Lender and Fannie Mae (the "Loss Sharing Agreement").

E. [List all organization documents of Lender and any general partner or member of Lender such as the Partnership Agreement, the Articles of Incorporation and By- laws or the Limited Liability Company Agreement] (collectively, the "Organizational Documents").

F. [Certificate of good standing or equivalent document] respecting Lender dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, issued by the [designate state authority].

G. Certificates and other representations of Lender.

H. [A Certificate of good standing or equivalent document respecting each of the general partners or members of Lender, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, issued by the [designate state of authority].]

 In connection with rendering the opinions set forth below, we have examined pertinent statutes and regulations and copies, certified or otherwise, identified to our satisfaction, of the records of [the managing general partner or managing member of Lender and the records of] Lender and have made such other investigation as we have considered necessary as a basis for the opinions expressed below.

 In the course of our examination and review and in connection with the opinions expressed below we have assumed the genuineness of all signatures other than Lender's, the authenticity of all documents submitted to us as copies, and the due authorization, execution and delivery of the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement by all parties thereto other than Lender.

 [In basing the opinions set forth in this opinion on "our knowledge" or "to the best of our knowledge", the words "our knowledge" and "to the best of our knowledge" signify that, in the course of our representation of Lender, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate and complete. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" and "to the best of our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in the representation of Lender in connection with the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement and the attorneys within our firm who we reasonably believe have knowledge of the affairs of Lender (including, as to information relevant to a particular opinion or confirmation regarding a particular factual matter, the attorneys within our firm who are primarily responsible for providing the response concerning that particular opinion or confirmation).

 Based upon the foregoing, it is our opinion that:

 1. Lender has been duly organized and is validly existing as a [insert form of organization] in good standing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has full corporate [partnership] power and authority to conduct its business as it is now being conducted.

 [Each general partner or member of Lender is duly organized, validly existing as [insert types of entities] and in good standing under the laws of the State(s) of \_\_\_\_\_\_\_\_\_\_, and has full corporate [partnership] [limited liability company] power and authority to conduct its business as it is now being conducted.]

 2. Lender has full right, power and authority to execute, deliver and perform its obligations under the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement, including granting a security interest as contemplated in the Reserve Agreement in certain collateral (the "Acceptable Collateral"); the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement have been duly authorized, executed and delivered by Lender; and the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement constitute the legal, valid and binding obligations of Lender, enforceable against Lender by Fannie Mae and Collateral Custodian in accordance with their terms except to the extent enforcement thereof may be limited or affected by any applicable bankruptcy, insolvency, receivership, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity (whether enforcement is sought in a proceeding in equity, an action at law, or otherwise).

 3. Neither the execution and delivery by Lender of the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement, nor the performance by Lender of its obligations under, nor the compliance by Lender with any of the provisions of, the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement violate any provisions of the Organizational Documents of Lender, or any law or regulations applicable to Lender or its assets or operations or court decree known to us to be applicable to or binding upon Lender; and none of such actions will result in a breach of, or constitute a default under, any material agreement, indenture or other instrument [known to us, after reasonable inquiry][[1]](#footnote-1) to which Lender is a party or by which it or its assets or operations is bound, and any and all authorizations or approvals of or consents to pledge and assignment of such interest as Lender has in such Acceptable Collateral to Collateral Custodian as of the date of this opinion by any federal, state, or other governmental regulatory agency at the time having jurisdiction in the premises have been obtained.

 4. There is not pending or, to the best of our knowledge, threatened any action, suit, proceeding, inquiry or investigation before any court, public board or regulatory agency, against or affecting Lender or its assets or operations, wherein an unfavorable decision, ruling or finding could adversely affect Lender's powers or existence or the validity or enforceability of, or Lender's ability to perform its obligations under, the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement, or could result in any material adverse change in the business, condition (financial or otherwise) or operation of Lender.

 We are not admitted to practice in, and do not purport to be experts on the laws of any jurisdictions other than the United States and [insert names of jurisdictions, which must include the jurisdiction in which Lender is organized and, unless relying upon a certificate of good standing, the jurisdictions in which general partners or members are organized]. [Insofar as the opinion in paragraph 2 above as to the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement, being legal, valid, and binding agreements of Lender, enforceable against it in accordance with their terms, are governed by the laws of the

District of Columbia, we have, with your permission, rendered our opinion based on the law of [insert names of jurisdictions referenced in prior sentence] and not the District of Columbia.[[2]](#footnote-2)

 We are rendering the opinion to you at the request of our client for your benefit in connection with the delivery of the Contract, the DUS Addendum, the Reserve Agreement and the Loss Sharing Agreement, and the opinion may not be relied upon by any party other than the persons to whom it is addressed without our prior written approval.

 Very truly yours,

1. To be included only if opinion is delivered by counsel other than the general counsel of Lender (or affiliate or general partner or member of Lender). [↑](#footnote-ref-1)
2. To be included only if Lender's counsel is not admitted in the District of Columbia. [↑](#footnote-ref-2)