



ASSIGNMENT OF MANAGEMENT AGREEMENT

THIS ASSIGNMENT OF MANAGEMENT AGREEMENT (this "Assignment") is made and entered into as of _____, 20__, by and among (i) _____ (the "Borrower"), (ii) Wisconsin Housing and Economic Development Authority (the "Lender"), and (iii) _____ (the "Manager").

Recitals

A. Borrower is the owner of a multifamily residential apartment project located in _____ County, Wisconsin (the "Mortgaged Property").

B. Manager is the managing agent of the Mortgaged Property pursuant to a Management Agreement dated _____ 20__, between Borrower and Manager (the "Management Agreement").

C. Lender made a loan to Borrower in the original principal amount of \$_____ (the "Loan"). The Loan is evidenced by a Multifamily Note(s) dated _____ and is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement dated _____ (the "Security Instrument") which encumbers the Mortgaged Property.

D. Borrower is willing to assign its rights under the Management Agreement to Lender as additional security for the Loan.

E. Manager is willing to consent to this Assignment and to attorn to Lender upon a default by Borrower under the documents evidencing and securing the Loan, and perform its obligations under the Management Agreement for Lender, or its successors in interest, or to permit Lender to terminate the Management Agreement without liability.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower, Lender and Manager agree as follows:

1. Borrower hereby transfers, assigns and sets over to Lender, its successors and assigns, all right, title and interest of Borrower in and to the Management Agreement. Manager hereby consents to the foregoing assignment. The foregoing assignment is being made by Borrower to Lender as collateral security for the full payment and performance by Borrower of all of its obligations under the loan documents evidencing and securing the Loan. However, until the occurrence of an Event of Default (as such term is defined in the loan documents evidencing and securing the Loan) Borrower may exercise all rights as owner of the Mortgaged Property under the Management Agreement, except as otherwise provided in this Assignment. The foregoing assignment shall remain in effect as long as the Loan, or any part thereof, remains unpaid, but shall automatically terminate upon the release of the Security Instrument as a lien on the Mortgaged Property.

2. Borrower and Manager represent and warrant to Lender that (i) the Management Agreement is unmodified and is in full force and effect, (ii) the Management Agreement is a valid and binding agreement enforceable against the parties in accordance with its terms, and (iii) neither party is in default in performing any of its obligations under the Management Agreement.

3. Borrower hereby covenants with Lender that during the term of this Assignment: (a) Borrower shall not transfer the responsibility for management of the Mortgaged Property from Manager to any other person or entity without the prior written consent of Lender; (b) Borrower shall not terminate or amend any of the terms or provisions of the Management Agreement without the prior written consent of Lender; and (c) Borrower shall, give Lender written notice of any notice or information that Borrower receives which indicates that Manager is terminating the Management Agreement or that Manager is

otherwise discontinuing its management of the Mortgaged Property.

4. Upon receipt by Manager of written notice from Lender that an Event of Default (as that term is defined in the loan documents evidencing and securing the Loan) has occurred and is continuing, Lender shall have the right to exercise all rights as owner of the Mortgaged Property under the Management Agreement.

5. After the occurrence of an Event of Default, Lender (or its nominee) shall have the right any time thereafter to terminate the Management Agreement, without cause and without liability, by giving written notice to Manager of its election to do so. Lender's notice shall specify the date of termination, which shall not be less than 30 days after the date of such notice.

6. On the effective date of termination of the Management Agreement, Manager shall turn over to Lender all books and records relating to the Mortgaged Property (copies of which may be retained by Manager, at Manager's expense), together with such authorizations and letters of direction addressed to tenants, suppliers, employees, banks and other parties as Lender may reasonably require: Manager shall cooperate with Lender in the transfer of management responsibilities to Lender or its designee. A final accounting of unpaid fees (if any) due to Manager under the Management Agreement shall be made within 60 days after the effective date of termination, but Lender shall not have any liability or obligation to Manager for unpaid fees or other amounts payable under the Management Agreement which accrue before Lender (or its nominee) acquires title to the Mortgaged Property, or Lender becomes a mortgagee in possession.

7. Manager's address for notice is:

Street:

City:

State: _____ Zip Code _____.

(a) All notices, demands and other communications ("**notice**") under or concerning this Assignment shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in this Assignment, and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Assignment, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

(b) 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 paragraph (a), above. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Assignment, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Assignment to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

8. Modifications (if any) to this Assignment are attached on Exhibit A to this Assignment.

9. 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.

IN WITNESS WHEREOF, Borrower, Lender and Manager have executed this Assignment as of the day and year first above written.

Borrower:

By: _____

Name: _____

Title: _____

Lender:

Wisconsin Housing and Economic Development Authority

By: _____

Jennifer Harrington, Director of Risk & Compliance

By: _____

Name: _____

Title: _____