

## ASSIGNMENT OF MANAGEMENT AGREEMENT

THIS ASSIGNMENT OF MANAGEMENT AGREEMENT (the "**Assignment**") is made and entered into as of \_\_\_\_\_, by and among (i) \_\_\_\_\_, a Wisconsin \_\_\_\_\_ ("**Borrower**") (ii) WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic ("**Lender**") and (iii) \_\_\_\_\_ ("**Manager**").

### Recitals

A. Borrower is the owner of a \_\_\_\_\_ rental housing development known as \_\_\_\_\_, located in the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin (the "**Mortgaged Property**").

B. Manager is the managing agent of the Mortgaged Property pursuant to a Management Agreement dated \_\_\_\_\_, between Borrower and Manager (the "**Management Agreement**").

C. Lender is about to make a loan to Borrower in the amount of \$\_\_\_\_\_. (the "**Loan**"), pursuant to that certain Loan Agreement, dated of even date herewith, by and between Borrower and Lender (the "**Loan Agreement**"). The Loan will be evidenced by a Multifamily Note(s) and will be secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "**Security Instrument**") which encumbers the Mortgaged Property. The Note, Security Instrument, this Assignment and all other documents executed in connection with the Loan are collectively referred to as the "**Loan Documents**", as such term is defined in the Loan Agreement.

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 Loan Documents, 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. However, until the occurrence of an Event of Default (as such term is defined in the Loan Documents) 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 such term is defined in the Loan Documents) 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 \_\_\_\_\_. All notices to be given by Lender to Manager shall be given in the same manner as notices to Borrower pursuant to the notice provisions contained in the Security Instrument.

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.

*[Signature Page Follows.]*

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: \_\_\_\_\_  
Keenan A. Fonner  
Manager of Risk

**MANAGER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Project No.** \_\_\_\_\_  
**Loan No.** \_\_\_\_\_  
**MID No.** \_\_\_\_\_