[NOTE TO PREPARER: DRAFTING INSTRUCTIONS ARE HIGHLIGHTED, BOLDED AND BRACKETED - REMOVE ALL INSTRUCTIONS AND INAPPLICABLE CHOICES UPON COMPLETION. WHEN YOU ARE DONE THERE SHOULD BE NO HIGHLIGHTING REMAINING.]

[THIS FORM IS FOR USE WITH SIMPLE TRANSFERS OF INTERESTS IN BORROWER NOT INVOLVING ANY GUARANTOR CHANGE (SUCH AS CONDITIONALLY PERMITTED TRANSFERS FOR WHICH GUARANTOR OR BORROWER REAFFIRMATION IS A CONDITION PRECEDENT AND/OR TO DOCUMENT ANY NECESSARY LOAN DOCUMENT MODIFICATIONS). FOR TRANSFERS OF INTEREST INVOLVING ANY GUARANTOR RELEASE OR ANY SUBSTITUTE OR ADDITIONAL GUARANTOR, USE THE FORM CAPTIONED “GUARANTOR ASSUMPTION AND LOAN MODIFICATION AGREEMENT.”]

THIS FORM APPLIES TO ALL LOAN DOCUMENT FORMS (INCLUDING SBL) REGARDLESS OF REVISION DATE.]

Freddie Mac Loan Number:

Property Name:

**TRANSFER OF INTEREST REAFFIRMATION [**INCLUDE IF ALSO MODIFYING ANY LOAN DOCUMENT: **AND MODIFICATION]** **AGREEMENT**

**(Revised 3-15-2022)**

 THIS TRANSFER OF INTEREST REAFFIRMATION **[**INCLUDE IF ALSO MODIFYING ANY LOAN DOCUMENT: AND MODIFICATION**]** AGREEMENT (“**Transfer Agreement**”) is entered into effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Guarantor**” and together with Borrower, “**Borrower Parties**”), and **[**CHOOSE ONE: [Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States] **OR** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** as Trustee, for the benefit of holders of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], Multifamily Mortgage Pass-Through Certificates, Series [\_\_\_\_\_\_\_\_\_\_\_\_]**]**(“**Lender**”).

**RECITALS**

A. Borrower obtained a mortgage loan from Lender’s predecessor in interest, \_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Original Lender**”) in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Loan**”).

B. Lender is the current owner and holder of the Loan, which is evidenced by a [Note][Multifamily Note] dated \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, made by Borrower and payable to Original Lender (as amended from time to time, including by this Transfer Agreement, “**Note**”) **[INCLUDE IF applicable:** and a [Loan Agreement][Multifamily Loan and Security Agreement] dated the same date as the Note by and between Original Borrower and Original Lender (as amended from time to time, including by this Transfer Agreement, “**Loan Agreement**”)**]**.

C. The Loan is secured by a [Multifamily Mortgage, Deed of Trust, or Deed to Secure Debt] (as amended from time to time, including by this Transfer Agreement, “**Security Instrument**”) dated the same date as the Note, which is recorded in the land records of the Property Jurisdiction **[Choose as applicable:** at Book/Liber \_\_\_\_\_\_\_\_\_\_, Page/Folio \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **OR** as Instrument No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], which encumbers the Land more particularly described in the Security Instrument, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents (“**Mortgaged Property**”).

D. Pursuant to a [Guaranty] dated the same date as the Note by Guarantor for the benefit of Original Lender (as amended from time to time, including by this Transfer Agreement, “**Guaranty**”), Guarantor guaranteed certain payment and performance obligations of Borrower in connection with the Loan.

E. The Note, Loan Agreement, Security Instrument, Guaranty, and all other guaranties, indemnity agreements, collateral agreements, UCC filings, or any other documents now or in the future executed by Borrower, Guarantor, or any other Person in connection with the Loan, are referred to collectively as the “**Loan Documents**.”

F. Each of the Loan Documents has been duly assigned, transferred or endorsed to Lender and Lender is the current holder of the Note and the owner of all of Original Lender’s right, title and interest in the Loan and the Loan Documents.

G. The Borrower Parties have requested that Lender consent to certain direct or indirect ownership interests in Borrower (“**Transfer**”).

H. Lender is willing to consent to the Transfer, subject to the terms and conditions set forth in this Transfer Agreement.

I. Capitalized terms not otherwise defined in this Transfer Agreement will have the meanings ascribed to them in the Loan Agreement (if applicable) or other applicable Loan Documents (as such terms are modified, if applicable, by this Transfer Agreement, including Exhibit B).

**AGREEMENT**

 NOW, THEREFORE, in consideration of the mutual covenants contained in this Transfer Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**1. Recitals.** The recitals set forth above are incorporated into this Transfer Agreement by this reference.

**2. Guarantor Ratification.** Guarantor hereby ratifies and reaffirms the Guaranty and acknowledges that the Guaranty remains in full force and effect, unmodified (except as set forth in Exhibit A) and enforceable against Guarantor in accordance with its terms.

**3. Borrower Ratification.** Borrower hereby ratifies and reaffirms the Loan Documents and acknowledges that each of the Loan Documents remains in full force and effect, unmodified (except as set forth in Exhibit A) and enforceable against Borrower in accordance with its terms.

**4. Consent of Lender to Transfer.** Subject to the terms and conditions set forth in this Transfer Agreement, Lender consents to the Transfer. Lender’s consent to the Transfer is not intended to be and may not be construed as a consent to any subsequent transfers or assignments of interests in Borrower that require Lender’s consent pursuant to the terms of the Loan Documents. Nothing contained in this Transfer Agreement is intended to terminate or revoke any indemnities or liabilities or obligations of any of the Borrower Parties under any of the Loan Documents. The Loan Documents will continue in full force and effect notwithstanding the Transfer.

**5. Organizational Chart.** Each of the Borrower Parties represents and warrants to Lender that, upon consummation of the Transfer, the organizational structure of Borrower will be as set forth in Exhibit A.

**[INCLUDE THE FOLLOWING SECTION 6 ONLY IF REQUIRED TO MODIFY ANY OF THE LOAN DOCUMENTS. IF NO ADDITIONAL LOAN MODIFICATIONS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE TRANSFER, THEN COMPLETE SECTION 6 WITH “RESERVED” AND DELETE EXHIBIT B IN ITS ENTIRETY. NOTE, HOWEVER, THAT MOST NON-SBL LOANS WILL INCLUDE AT LEAST AN UPDATE OF EXHIBIT H OF THE LOAN AGREEMENT (BORROWER ORGANIZATIONAL CHART)]**

**6. Modification of Loan Documents.**

[**USE THE FOLLOWING TO ADDRESS ANY NECESSARY LOAN DOCUMENT MODIFICATIONS IN CONNECTION WITH THE TRANSFER (NEW OR MODIFIED ESCROW REQUIREMENTS; ADDITION OR MODIFICATION OF NET WORTH/LIQUIDITY RIDER).****]**

(a) Modification of Security Instrument. **[CHOOSE ONE:** N/A **OR** The Security Instrument is amended as specified in Exhibit B-1.**]**

(b) Modification of Note. **[CHOOSE ONE:** N/A **OR** The Note is amended as specified in Exhibit B-2.**]**

(c) Modification of Loan Agreement. **[CHOOSE ONE:** N/A **OR** The Loan Agreement is amended as specified in Exhibit B-3.**]**

(d) Modification of Guaranty. **[CHOOSE ONE:** N/A **OR** The Guaranty is amended as specified in Exhibit B-4.**]**

**7. Miscellaneous.**

(a) This Transfer Agreement will be binding upon and will inure to the benefit of the parties to this Transfer Agreement and their respective heirs, successors, and permitted assigns.

(b) Each of the Loan Documents will remain in full force and effect, as modified by this Transfer Agreement. The invalidity or unenforceability of any provision of this Transfer Agreement will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect.

(c) Time is of the essence with respect to each covenant of this Transfer Agreement.

(d) This Transfer Agreement may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

(e) This Transfer Agreement will be governed by the laws of the Property Jurisdiction.

(f) This Transfer Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

**8. Attached Exhibits.** The following Exhibits, if marked with an “X”, are attached to this Transfer Agreement:

[X] Exhibit A Borrower Organizational Chart

[ ] Exhibit B Modifications to Loan Documents

[ ] Exhibit B-1 Modifications to Security Instrument

[ ] Exhibit B-2 Modifications to Note

[ ] Exhibit B-3 Modifications to Loan Agreement

[ ] Exhibit B-4 Modifications to Guaranty

[ ] Exhibit B-5 Modifications to other Loan Documents

IN WITNESS WHEREOF, the parties have executed this Transfer Agreement as of the date written above.

[INSERT APPROPRIATE BLOCKS FOR EACH PERSON EXECUTING THIS TRANSFER AGREEMENT ON BEHALF OF BORROWER, GUARANTOR AND LENDER]

**BORROWER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GUARANTOR**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LENDER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

BORROWER ORGANIZATIONAL CHART

(POST-TRANSFER)

**EXHIBIT B-1**

MODIFICATIONS TO SECURITY INSTRUMENT

**[IF NO MODIFICATIONS TO SECURITY INSTRUMENT, COMPLETE EXHIBIT B-1 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-1 BLANK]**

**Modifications to Security Instrument**. The Security Instrument is amended as follows:

**[INCLUDE ANY MODIFICATIONS TO THE SECURITY INSTRUMENT]**

**[NOTE: ANY MATERIAL MODIFICATION TO THE SECURITY INSTRUMENT MUST ALSO BE RECORDED IN THE LAND RECORDS BY SEPARATE INSTRUMENT, AS DETERMINED BY LENDER’S COUNSEL]**

**EXHIBIT B-2**

MODIFICATIONS TO NOTE

**[IF NO MODIFICATIONS TO NOTE, COMPLETE EXHIBIT B-2 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-2 BLANK]**

**Modifications to Note**. The Note is amended as follows:

1. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE MODIFICATIONS TO THE NOTE]**

**[ADD THE FOLLOWING ONLY IF MODIFYING THE LIST OF ATTACHED RIDERS:]**

2. The list of Riders attached to theNote is restated as follows, and if the final column below is marked with an “X”, then each new or modified Rider attached below is included in this Exhibit B-2 and deemed attached to and incorporated into the Note:

**[IF ANY OF THE RIDERS MODIFYING THE NOTE ARE CHANGING CONNECTION WITH THE TRANSFER, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE NOTE AFTER THE TRANSFER, WHETHER EXISTING AND CONTINUING OR NEW. IF AN EXISTING RIDER IS BEING OMITTED/DELETED, DO NOT LIST IT HERE. IF A NEW RIDER IS BEING ADDED, OR IF AN EXISTING RIDER IS BEING MODIFIED, MARK THE THIRD COLUMN AND ATTACH THE RIDER TO THIS EXHIBIT B-2.]**

|  |  |  |
| --- | --- | --- |
| **Name of Rider** | **Date Revised** | **Check here (“X”) and attach to this Exhibit B-2 any new Rider or modification of an existing Rider**  |
|  |  |  |
|  |  |  |
|  |  |  |

**[ATTACH ANY NEW OR MODIFIED NOTE RIDER(S) HERE]**

**EXHIBIT B-3**

MODIFICATIONS TO LOAN AGREEMENT

**[IF NO MODIFICATIONS TO LOAN AGREEMENT, COMPLETE EXHIBIT B-3 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-3 BLANK. NOTE THAT FOR MOST NON-SBL LOANS THIS EXHIBIT WILL AT LEAST INCLUDE AN UPDATE OF EXHIBIT H OF THE LOAN AGREEMENT (BORROWER ORGANIZATIONAL CHART).]**

**Modifications to Loan Agreement**. The Loan Agreement is amended as follows:

1. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE LOAN AGREEMENT NOT OTHERWISE COVERED IN SECTION 8 OF THIS TRANSFER AGREEMENT]**

**[ADD THE FOLLOWING ONLY IF MODIFYING THE LIST OF ATTACHED RIDERS; IF THERE ARE NO CHANGES TO THE LIST OF RIDERS, COMPLETE SECTION 2 WITH “RESERVED.”]**

2. The list of Riders attached to theLoan Agreement is restated as follows, and if the final column below is marked with an “X”, then each new or modified Rider attached below is included in this Exhibit B-3 and deemed attached to and incorporated into the Loan Agreement:

**[IF ANY OF THE RIDERS MODIFYING THE LOAN AGREEMENT ARE CHANGING IN CONNECTION WITH THE TRANSFER, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE LOAN AGREEMENT AFTER THE TRANSFER, WHETHER EXISTING AND CONTINUING OR NEW. IF AN EXISTING RIDER IS BEING OMITTED/DELETED, DO NOT LIST IT HERE. IF A NEW RIDER IS BEING ADDED, OR IF AN EXISTING RIDER IS BEING MODIFIED, MARK THE THIRD COLUMN AND ATTACH THE RIDER TO THIS EXHIBIT B-3.]**

|  |  |  |
| --- | --- | --- |
| **Name of Rider** | **Date Revised** | **Check here (“X”) and attach to this Exhibit B-3 any new Rider or modification of an existing Rider**  |
|  |  |  |
|  |  |  |
|  |  |  |

**[ATTACH ANY NEW OR MODIFIED LOAN AGREEMENT RIDER(S) HERE]**

**[ADD THE FOLLOWING SECTION 3 ONLY IF MODIFYING ANY EXHIBIT TO THE LOAN AGREEMENT (EXHIBIT B (NEGOTIATED MODIFICATIONS), A MODIFIED EXHIBIT H (ORGANIZATIONAL CHART) OR EXHIBIT I (DETS)]**

3. Each of the Exhibits to the Loan Agreement specified below are amended as follows:

 **[ADD THE FOLLOWING UPDATE THE BORROWER ORGANIZATIONAL CHART:]**

**Exhibit H (Organizational Chart)**. Exhibit H (Organizational Chart) is replaced with organizational chart of Borrower attached to this Transfer Agreement as Exhibit A.

**[ADD THE FOLLOWING, AS APPLICABLE, TO MODIFY OTHER EXHIBITS:]**

**Exhibit \_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**. Exhibit \_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) is amended and restated as follows:

**[INSERT THE APPLICABLE REVISED EXHIBIT]**

**EXHIBIT B-4**

MODIFICATIONS TO GUARANTY

**[IF NO MODIFICATIONS TO GUARANTY, COMPLETE EXHIBIT B-4 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-4 BLANK]**

**Modifications to Guaranty**. The Guaranty is amended as follows:

1. As used in the Guaranty, all references to Guarantor will be deemed to refer to Guarantor.

2. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE GUARANTY NOT OTHERWISE COVERED IN SECTION 8 OF THIS TRANSFER AGREEMENT]**

**[ADD THE FOLLOWING ONLY IF MODIFYING THE LIST OF ATTACHED RIDERS; IF THERE ARE NO CHANGES TO THE LIST OF RIDERS, COMPLETE SECTION 3 WITH “RESERVED.”]**

3. The list of Riders attached to theGuaranty is restated as follows, and if the final column below is marked with an “X”, then each new or modified Rider attached below is included in this Exhibit B-4 and deemed attached to and incorporated into the Guaranty:

**[IF ANY OF THE RIDERS MODIFYING THE GUARANTY ARE CHANGING IN CONNECTION WITH THE TRANSFER, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE GUARANTY AFTER THE TRANSFER, WHETHER EXISTING AND CONTINUING OR NEW. IF AN EXISTING RIDER IS BEING OMITTED/DELETED, DO NOT LIST IT HERE. IF A NEW RIDER IS BEING ADDED, OR IF AN EXISTING RIDER IS BEING MODIFIED (MATERIAL ADVERSE CHANGE RIDER OR NEW WORTH/LIQUIDITY RIDER), MARK THE THIRD COLUMN AND ATTACH THE RIDER TO THIS EXHIBIT B-4.]**

|  |  |  |
| --- | --- | --- |
| **Name of Rider** | **Date Revised** | **Check here (“X”) and attach to this Exhibit B-4 any new Rider or modification of an existing Rider**  |
|  |  |  |
|  |  |  |
|  |  |  |

**[ATTACH ANY NEW OR MODIFIED GUARANTY RIDER(S) HERE]**

**EXHIBIT B-5**

MODIFICATIONS TO OTHER LOAN DOCUMENTS

[N/A]