

U.S. Department of Housing and Urban Development (HUD)
Project-based Section 8 Contract Administration

**CONSENT TO ASSIGNMENT
OF HAP CONTRACT
AS SECURITY FOR FREDDIE MAC FINANCING**

I. IDENTIFICATION OF ACC AND HAP CONTRACT

Annual Contributions Contract Number: _____

Section 8 HAP Contract Number: _____

Section 8 Project Number: _____

Project Name: _____

Project Location: _____

Deleted: 10-2008

II. NAMES

Contract administrator _____

Contract administrator address

Owner _____

Owner address

Lender _____

Lender address

Deleted: 10-2008)

III. DEFINITIONS

FREDDIE MAC. The Federal Home Loan Mortgage Corporation (Freddie Mac).

HAP CONTRACT. The Housing Assistance Payments Contract for units in the project. The HAP Contract was entered between the owner and the contract administrator pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

PROJECT. The project identified in section I of the consent to assignment.

IV. ASSIGNMENT OF HAP CONTRACT

Pursuant to the terms of the HAP Contract, the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) may not be assigned without the prior written consent of HUD. Assignment includes the creation of a security interest in the HAP Contract, or any sale, conveyance or other transfer of the HAP Contract, voluntary or involuntary, to any assignee, transferee or successor in interest.

The owner has advised the contract administrator (HUD or a public housing agency (PHA) acting as contract administrator under an annual contributions contract (ACC) with HUD) that the owner wants to assign the owner's interest in the HAP Contract to the lender, as security for a loan by the lender to the owner, and that the lender will assign the loan to Freddie Mac.

HUD consents to assignment of the HAP Contract by the owner to the lender as security for the loan, and consents that the lender may assign its security interest in the HAP Contract to Freddie Mac. The consent to assignment is not consent for any other or further assignment of the HAP Contract (including any interest in the HAP

Deleted: 10-2008

Contract or any payments under the HAP Contract) by the owner, lender or Freddie Mac, to any other assignee, transferee or successor in interest.

V. EFFECT OF CONSENT TO ASSIGNMENT

The contract administrator is not a party to the loan or the loan documents, nor to any assignment of the HAP Contract by the owner to the lender, nor to any assignment of the HAP Contract or the loan to Freddie Mac. Issuance of the consent to assignment does not signify that HUD or the contract administrator has reviewed, approved or agreed to the terms of any financing or refinancing; to any term of the loan documents; or to the terms of any assignment by the owner to the lender, or by the lender to Freddie Mac.

The consent to assignment of the HAP Contract does not change the terms of the HAP Contract in any way, and does not change the rights or obligations of HUD, the contract administrator or the owner under the HAP Contract.

The creation or transfer of any security interest in the HAP Contract is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.

The grant of consent by HUD to assignment of the HAP Contract by the owner to the lender, and the grant of consent by HUD of the HAP Contract by the lender to Freddie Mac, does not constitute consent to any further assignment or other transfer of the HAP Contract or of any interest in the property, including any further assignment or transfer to any assignee, transferee or successor in interest.

Deleted: 10-2008)

**VI. EXERCISE OF SECURITY INTEREST - ASSIGNEE
ASSUMPTION OF HAP CONTRACT OBLIGATIONS**

Notwithstanding HUD's grant of consent to assignment by the owner of a security interest in the HAP Contract to the lender, and to further assignment of such security interest by the lender to Freddie Mac, the assignee (lender or Freddie Mac) may not exercise any rights or remedies against the contract administrator or HUD under the HAP Contract, and shall not have any right to receive housing assistance payments that may be payable to the owner under the HAP Contract, until and unless the assignee seeking to exercise such rights or remedies, or to receive such payments, has executed and delivered, in a form acceptable to HUD in accordance with HUD requirements, an agreement by the assignee to comply with all the terms of the HAP Contract, and to assume all obligations of the owner under the HAP Contract.

VII. PAYMENT TO ASSIGNEE

When the assignee (lender or Freddie Mac) notifies the contract administrator, in writing, that housing assistance payments payable pursuant to the HAP Contract should be directed to the assignee, the contract administrator may make such payments to the assignee instead of the owner. In making such payments, the contract administrator is not required to consider or make any inquiry as to the existence of a default under the loan documents, but may rely on notice by the assignee; and any payments by the contract administrator to the assignee shall be credited against amounts payable by the contract administrator to the owner pursuant to the HAP Contract.

VIII. WHEN ASSIGNMENT IS PROHIBITED

The consent to assignment shall be void ab initio if HUD determines that any assignee, or any principal or interested party of the assignee, is debarred, suspended or subject to a limited denial of participation

Deleted: 10-2008

under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

HUD
Name of Authorized Representative (Print) _____ _____
By: _____ Signature of authorized representative
_____ Name and official title (Print)
Date _____

Deleted: 10-2008)

OWNER AGREEMENT

The owner has read the terms of HUD's consent to assignment of the HAP Contract by the owner to the lender, and by the lender to Freddie Mac. In consideration for HUD's grant of such consent to assignment, the owner agrees to all the terms of the consent to assignment, and agrees that any assignment by the owner is subject to all such terms.

OWNER
Name of Owner (Print) _____ _____
By _____ Signature of authorized representative _____
Name and title (Print) _____
Date _____

Deleted: 10-2008