**FANNIE MAE RIDER** **TO RESIDENTIAL LEASE OF TRIBAL OWNED LAND**

THIS FANNIE MAE RIDER TO RESIDENTIAL LEASE OF TRIBAL OWNED LAND (the “**Rider**”) is made this \_\_\_\_\_ day of , 20\_\_\_\_\_, and is incorporated into and amends and supplements the Residential Lease of Tribal Owned Land (the “**Lease**”) between [Name of Tribe]a federally recognized Indian tribe (the “**Tribe**”), as **“Lessor,”** and the undersigned Borrower(s), as **“Lessee”** authorized by the Tribe to reside on the Trust Land or Restricted Land (“**Leased Premises**”) located on the [Reservation | Pueblo | Nation | Community | Village] and within the jurisdiction of the Tribe.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Lease, Lessor and Lessee further agree as follows:

1. **Definition of Lender.** The term “lender” as defined in or used in the Lease also means any lender, whether or not approved by a Federal Agency, that is approved by Fannie Mae to sell mortgage loans to Fannie Mae and that has a Fixed-Rate Note (the “**Note**”) and mortgage, deed of trust, or security deed (“**Security Instrument**”) of the Leased Premises to secure repayment of a conventional mortgage loan (i.e., a loan not made, insured, or guaranteed by a Federal Agency), to finance the purchase or refinancing of a leasehold interest and improvements on the Leased Premises (the “**Loan**”). Lender also means “mortgagee” and includes lender’s successors and assigns, including any holder of the Note or mortgagee in possession of the Leased Premises (the “**Lender**”).
2. **Federal Supervision.** Lessor shall provide prompt written notice to Lender and Lessee, including any successors and assigns of Lessee, of the occurrence of any termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise, during the term of the Lease as provided in Section 8 of the Lease.
3. **Assignment and Sublease. (a)** Notwithstanding anything to the contrary in Section 10(a) of the Lease, Lessee is not required to obtain consent of Lessor or any Federal Agency, other than the Secretary of the Interior (“**Secretary**”), if required, in connection with any pledge of the Leased Premises by Lessee to Lender as collateral for the Loan.

**(b)** Notwithstanding anything to the contrary in Section 10 of the Lease, acquisition of the Leased Premises by Lender or Fannie Mae (or their respective successors and assigns) by foreclosure or assignment in lieu of foreclosure does not require consent of the Lessor or Tribe, and Lender is entitled to all rights and privileges of a Federal Agency under Section 10 of the Lease. Any purchaser at foreclosure sale other than the Lender or the holder of the Note (or their respective successors and assigns) will receive a lease for the remaining term of the existing Lease unless the Tribe consents to an assumption of the existing Lease.

1. **Indemnification.** Lender is entitled to all rights of indemnification by Lessee to Lessor and the United States, as provided in the Indemnification Section 19 of the Lease.
2. **Utilities.** Lender is entitled to all rights and protections afforded to Lessor and the United States as provided in the Utilities Section 20 of the Lease.
3. **Termination; Modification; Forfeiture of Lease.** There may be no termination, modification, amendment, cancellation, surrender, or forfeiture of the Lease or Leased Premises without the prior written consent of Lender and approval of the Secretary. If the Tribe’s residential leasing laws are approved under the HEARTH Act of 2012, approval of the Secretary is not required.
4. **Governing Law.** The Lease and this Rider are governed by federal law and the laws of the Tribe (“**Tribal Law**”), except to the extent that Tribal Law is silent or nonexistent, in which case the laws of the state in which the Leased Premises is located apply. Borrower consents to the personal jurisdiction of the Tribe’s Tribal Court and any other court of competent jurisdiction designated by the Tribe for all claims and demands related to or arising out of the Lease and this Rider.

BY SIGNING BELOW, the Lessor and Lessee accept and agree to the terms and provisions contained in this Rider.

WITNESS: , Lessor (SEAL)

WITNESS: , Lessee (SEAL)

WITNESS: , Lessee (SEAL)

Approval of the Secretary is not required if the Tribe’s residential leasing laws are approved under the HEARTH Act of 2012.

APPROVED:

SECRETARY OF THE INTERIOR

By: Date:

Pursuant to the delegated authority by:

Date:

Approving Official

#8179298.8