

EXHIBIT 2

FANNIE MAE RIDER TO RESIDENTIAL LEASE OF TRIBAL OWNED LAND

THIS FANNIE MAE RIDER TO RESIDENTIAL LEASE OF TRIBAL OWNED LAND ("Rider") is made this ____ day of _____, 20__, and is incorporated into and shall be deemed to amend and supplement the Residential Lease of Tribal Owned Land ("Lease") between [*insert Name of Tribe*] a federally recognized Indian tribe ("Tribe"), as "**Lessor,**" and [*BorrowerName1, BorrowerName2*], member(s) of the Tribe and residing upon the [*insert Name of Reservation | Pueblo | Nation | Community | Village*], as "**Lessee.**"

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

1. Definition of Lender. The term "lender" as defined in or used in the Lease ("**Lender**") shall also mean any mortgage 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 secured a lien against the Leased Premises, whether by mortgage, deed of trust, security deed or otherwise ("**Security Instrument**"), as collateral for the 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 related improvements on the Leased Premises ("**Mortgage Loan**"). "Lender" also shall include any of Lender's successors or assigns, including any note holder or mortgagee in possession of the Leased Premises, and shall also mean "mortgagee," as such term is used in the Lease.

2. Federal Supervision. Lessor shall provide prompt written notice to Lender and to Lessee, including any successors or assigns of Lessee, upon 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 shall not be required to obtain consent of Lessor or any Federal Agency, other than the Secretary of the Interior (if applicable), in connection with any pledge of the Leased Premises by Lessee to Lender as collateral for a Mortgage Loan from Lender.

(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 or assigns) by foreclosure or deed/assignment in lieu of foreclosure shall not require consent of the Lessor or Tribe, and Lender shall be 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 Note Holder, or their respective successors or assigns shall receive a lease for the remaining term of the existing lease unless the Tribe consents to an assumption of the existing lease.

4. Indemnification. Lender shall be entitled to all rights of indemnification by Lessee to Lessor and/or the United States, as provided in the Indemnification Section 19 of the Lease.

5. Utilities. Lender shall be entitled to all rights and protections afforded to Lessor and/or the United States as provided in the Utilities Section 20 of the Lease.

6. Insurance. If the Leased Premises is located in a Special Flood Hazard Area (SFHA), Coastal Barrier Resources System (CBRS), or Otherwise Protected Area (OPA), then Lessee must maintain flood insurance in the type, amounts (including deductibles) and for the periods that Lender requires.

7. Modification/Forfeiture of Lease. There shall be no cancellation, modification, amendment, termination, surrender, or forfeiture of the Lease or Leased Premises without the prior written consent of Lender and Secretary of the Interior; provided, however that such consent is not required if the Tribe's residential leasing law has been approved under the HEARTH Act of 2012.

8. Governing Law. Borrower agrees that the Note, the Addendum to the Note, the Security Instrument, and this Rider, is 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 Property is located shall apply. The Borrower consents to the personal jurisdiction of the Tribal Court or any court of competent jurisdiction designated by the Tribe in the Memorandum of Understanding for all controversies or claims relating to or arising out of the Note, this Addendum, or the Security Instrument.

BY SIGNING BELOW, the Lessor and Lessee accept and agree to the terms and provisions contained in this Rider to Residential Lease of Tribal Owned Land.

WITNESS: _____, Lessor (SEAL)

WITNESS: _____, Lessee (SEAL)

WITNESS: _____, Lessee (SEAL)

APPROVED:

Approval not required if BIA has approved Tribe’s leasing law under the HEARTH Act of 2012.

SECRETARY OF THE INTERIOR

By: _____ Date: _____

This Lease is approved pursuant to the authority delegated by

_____ Date: _____
Approving Official

#8179298.4