**EXHIBIT B**

**Of**

**OFFER TO PARTICIPATE**

**DELAWARE STATE HOUSING AUTHORITY**

**SINGLE FAMILY MORTGAGE REVENUE BOND (SFMRB) PROGRAM**

**FOR OF OPINION OF COUNSEL TO ORIGINATING LENDER**

**Date:**

**Delaware State Housing Authority**

**Carvel State Office Building**

**820 N. French Street, 10th Floor**

**Wilmington, DE 19801**

Dear Sir or Madam:

We have acted as counsel for (insert name of institution) (the **“Originating Lender”**), a ( insert national banking association Federal or State savings and loan association or other applicable description) in connection wit the agreement by the Originating Lender to originate loans pursuant to a Mortgage Origination Master Agreement by and among the Delaware State Housing Authority (“DSHA”), as “Issuer”, Wilmington Trust Company, Wilmington, Delaware, as “Trustee”, and the Originating Lender, dated as of September 28, 2001 (the “Origination Agreement”).

As Originating Lender’s counsel, we have examined, among other things, the following:

1. the Invitation to Participate;
2. the Offer to Participate (the “Offer”);
3. the Origination Agreement; and
4. all Correspondent Destination Agreements being submitted by Originating Lender.

We have also examined pertinent statues and regulations, records, certified to our satisfaction, of the Originating Lender; certificates of public officials and of officers and representatives of the Originating Lender, and such other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In the course of such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as copies.

Based upon the forgoing, we advise you that, in our opinion:

1. The Originating Lender is a ( insert national banking association Federal or State savings and

loan association or other applicable description) duly organized and validly existing in good standing under the laws of (the United States or its state of organization) with full power and authority to (i) execute and deliver the Offer and the Origination Agreement and each of the Correspondent Designation Agreement(s); (ii) perform its obligations thereunder; (iii) own its properties; and (iv) carry on its business as now being conducted

1. The Originating Lender is duly qualified to do such business in the State of Delaware
2. To our knowledge after due investigation with respect thereto, the Originating Lender is not

under any cease and desist order of a similar nature temporary or permanent of any Federal or state authority that materially adversely affects the ability of the Originating Lender to perform its obligations under the Origination Agreement, nor are there any proceedings presently in progress or contemplated that would, if successful, lead to the issuance of any such order that, if issued, would materially adversely affect the ability of the Originating Lender to perform its obligation under the Origination Agreement.

1. The Originating Lender has duly authorized the execution and delivery of the Offer and the

Origination Agreement and the Correspondent Designation Agreement, and no consent or approval or other action by any governmental body (other than DSHA and other consents and approvals already obtained) is required in connection with the execution and delivery, or performance under the Offer or the Origination Agreement and each of the Correspondent Designation Agreements are valid and binding upon the originating Lender enforceable in accordance with their terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting creditors’ rights generally and except as enforceability may be affected by the availability of equitable remedies.

1. The execution and delivery of the Offer, Origination Agreement, and each of the Correspondent

Designation Agreements and the performance of the Originating Lender’s obligations thereunder (i) will not conflict with or result in a material breach of, or constitute a default under, the terms or provisions of any indenture, mortgage, deed of trust, commitment, loan agreement or other agreement or instrument to which the Originating Lender is a party or by which the Originating Lender is bound or to which any of the property or assets of the Originating Lender is subject; (ii) will not result in a violation of the provisions of the governing or organizing instruments of the Originating Lender; and (iii) will not result in a violation of any stature, order, rule, regulation, judgement or decree of any court or governmental agency or body to which the Originating Lender or any of its properties is subject.

DSHA and its trustee banks as may be chosen from time to time by DSHA, and its Master Servicer, as may be chosen from time to time by DSHA, shall each be entitled to rely upon this opinion. This opinion is given as of the date hereof and we do not undertake to advise you of any changes in facts, law, or circumstances that might hereafter arise and will immediately notify DSHA as may be required in the event we become aware the opinion provided contains material misstatements of our knowledge of the facts as the date hereof, Delivery of this opinion to a non-client does not create an attorney-client relationship.

Very Truly Yours,

/kdf

Rev: 06/21/22