Multifamily Selling and Servicing Guide

Effective as of November 25, 2019

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Part I  Mortgage Loan
Chapter 1  Overview
Section 101  Using the Guide

101.01  Organization

- Requirements

The Guide is divided into 3 categories:

- Requirements are mandatory conditions that must be satisfied for all Lender-delegated Mortgage Loans and activities. You must obtain Fannie Mae’s prior approval to Deliver a Mortgage Loan or perform an activity that does not comply with any requirement.

- Guidance are best practices to inform and support a Lender’s delegated analysis and decision-making. Fannie Mae expects you to exercise your delegated authority in a prudent manner, and will review your analysis and delegated decisions.

- Operating Procedures are required steps or processes that must be followed.

The Lender Contract provides Fannie Mae with certain rights, remedies, and corrective actions if you fail to satisfy requirements, follow the operating procedures, or exercise delegated authority in a prudent manner.

If the Guide does not specify a category, then the information is a requirement.

101.02  References

- Requirements

In the Guide:

- a reference to any Person also includes the Person’s successors and assigns;

- a reference to any Loan Document, statute, regulation, or standard, also includes all amendments, modifications, or restatements made from time to time; and

- whenever you make a representation “to your knowledge” or “to the best of your knowledge,” you mean the actual state of knowledge of your officers and employees responsible for the underwriting, origination,
servicing, or sale of the Mortgage Loan regarding the matters expressly set forth in the representation, in each case without having conducted any independent inquiry into such matters, and without any obligation to do so (except as expressly set forth herein). All information contained in documents which are part of or required to be part of your Servicing File is deemed to be within your knowledge.

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Section 102 Delegation and Underwriting

☐ Requirements

You must comply with the Guide in its entirety. Your Lender Contract describes your delegated authority to underwrite and Deliver Mortgage Loans.

For underwriting and Delivery to be fully delegated to you, you must underwrite the Mortgage Loan to meet the requirements provided in

- the Multifamily Underwriting Standards (Form 4660),
- Part I,
- Part II, and
- the applicable chapters of Part III based on the specific products and features of the Mortgage Loan.

If the Mortgage Loan does not comply with the applicable requirements, it is a Pre-Review Mortgage Loan (see Part I, Chapter 2: Mortgage Loan, Section 203: Pre-Review Mortgage Loans).

Section 103 Transaction Approval Memo

☐ Requirements

Your Transaction Approval Memo must:

- document your analysis of all reasonably identifiable strengths and weaknesses of the proposed Mortgage Loan transaction; and
- address and mitigate the following:
  - Property’s financial performance, trends, and value;
  - Property’s current physical condition and expected condition over the term of the Mortgage Loan;
environmental conditions and seismic risk impacting the Property;
ability of the Property to be refinanced at the Maturity Date;
Borrower’s, Key Principals’, and Guarantors’ financial capacity and experience;
Property market’s performance and trends;
any other factors that could impact the transaction during the Mortgage Loan term or at the Maturity Date; and
analysis and support for your decisions on any matters covered by requirements or guidance in Parts I, II, and III.

Guidance

Fannie Mae will consider the quality and thoroughness of your analysis, and the appropriateness and quantity of adjustments made

- in the underwriting,
- during the monitoring process, and
- when exercising the remedies or corrective actions provided in the Lender Contract.

Section 104

Representations

Requirements

When you Deliver a Mortgage Loan to Fannie Mae you represent that:

- At all times during the origination and underwriting of the Mortgage Loan, you were authorized to transact business in the Property’s jurisdiction. If you were not authorized, then none of your activities related to the Mortgage Loan requires authorization to transact business in the Property’s jurisdiction.
- If the laws of the Property’s jurisdiction do not require you to be authorized to do business, then this lack of authorization will not adversely affect the mortgagee’s ability to enforce the Mortgage Loan.
- You are the sole owner and holder of the Mortgage Loan and have full right and authority to sell the Mortgage Loan to Fannie Mae.
- Your right to sell the Mortgage Loan to Fannie Mae is not subject to any other party’s interest or Lien, or to any agreement with any other party.
- You complied with all applicable federal or state laws, regulations, or other requirements regarding
  - fair lending,
- fair housing,
- consumer credit,
- equal credit opportunity,
- truth-in-lending, and
- the prohibition of redlining and other forms of disparate treatment.

- Unless modified by Fannie Mae’s Pre-Review approval, the Mortgage Loan meets
  - the requirements of the Guide,
  - the Form 4660, and
  - all applicable requirements of your Lender Contract.

- The Mortgage Loan either meets or is exempt from any usury laws or regulations.

- The Loan Documents you deliver to Fannie Mae are the appropriate and correct forms for the particular transaction under the Guide and contain the same provisions as those provided to you by Fannie Mae (except for completion of blanks, deletion of bracketed information which is not applicable, and other changes approved by Fannie Mae).

- The Borrower is not in default under any of the terms of the Loan Documents and would not be in default under any of the terms of the Loan Documents with the passage of time, the giving of notice, or both.

- The terms and conditions of the Mortgage Loan (as reflected in the Loan Documents) have not been amended, modified, or supplemented by
  - any other agreement or understanding of the parties, or
  - waiver of any of the material provisions of those Loan Documents.

- All documents that evidence, secure, or otherwise relate to the Mortgage Loan have been delivered to Fannie Mae. If you are not the actual party assigning the Mortgage Loan to Fannie Mae because of the financing structure (e.g., a variable rate bond transaction), you make this representation only to the best of your knowledge.

- The Mortgage Loan has not been materially modified, satisfied, cancelled, released, or subordinated, or if it has, then Fannie Mae has approved the matter in writing.

- The Lien on the Collateral identified in the Transaction Approval Memo is valid.

- The Borrower has properly signed the Loan Documents; they are valid and enforceable obligations of the Borrower, subject to bankruptcy, reorganization, or insolvency laws, or other general principles of equity.

- To the best of your knowledge, as of the Delivery of the Mortgage Loan:
the Property does not have any subordinate loans that have not been pre-approved by Fannie Mae;

the Property has not been damaged by any Catastrophic Event;

the Property has not been condemned or been a part of any proceeding that would impair

— the value of the Mortgage Loan,

— the value of the Property, or

— the usefulness of the Property for the contemplated purpose; and

there are no proceedings – pending or contemplated – to partially or totally condemn the Property.

To the best of your knowledge:

the credit reports and financial statements relating to the Borrower(s) (and to any other person or entity required by the Guide) correctly reflect the financial condition of these person(s) without material exception; and

as of the Delivery of the Mortgage Loan, none of the following is the subject of an existing or contemplated bankruptcy, reorganization, insolvency, or comparable proceeding

— any Borrower,

— any general partner of a Borrower,

— any Key Principal,

— any Guarantor, or

— any other party whose bankruptcy could negatively impact one of these parties.

If the Mortgage Loan is insured or guaranteed by any party, including any governmental authority

you have ensured that insurance or guaranty is in effect, and

you have complied with all applicable provisions of the insurance or guaranty that covers the Mortgage Loan.

The Property is free of all mechanics’, materialmen’s, or similar Liens, and there are no rights outstanding that could cause such liens. (The only exception are mechanics’ or materialmen’s Liens which attach automatically under the laws of any governmental authority when work is started or materials are delivered to the Property and the Borrower is not delinquent in the payment for this work or materials).

You have not made or knowingly received from others, any advance of funds (directly or indirectly) on behalf of the Borrower connected with the
Mortgage Loan transaction, except for funds permitted in the Guide or related to interest paid from the earliest of the:

- date of the Note;
- date the Mortgage Loan proceeds were disbursed to the Borrower; or
- date 1 month before the first installment of P&I on the Mortgage Loan is due.

To the best of your knowledge, based solely on the survey and the title insurance policy connected with the origination of the Mortgage Loan (except for encroachments that do not materially and adversely affect the current marketability or principal use of the Property, or that are insured against by the title insurance policy):

- all material improvements used to determine the appraised value of the Property when the Mortgage Loan was originated are within the boundaries of the Property;
- no material improvements on adjoining parcels encroach onto the Property; and
- no material improvements encroach onto any easements.

To the best of your knowledge, nothing involving the Mortgage Loan, the Property, or the Borrower can reasonably be expected to:

- cause private institutional investors to regard the Mortgage Loan as an unacceptable investment;
- cause the Mortgage Loan to become delinquent; or
- adversely affect the Mortgage Loan’s value or marketability.

If the Mortgage Loan provides that the interest rate or principal balance may be adjusted, Fannie Mae may enforce the terms of the Mortgage Loan, and these adjustments will not affect the priority of the Lien.

All electronic data you submit is accurate and complete.

If Fannie Mae’s interest in the Mortgage Loan is a Participation Interest, all of the information and statements in any participation certificate that you deliver are complete, correct, and true.

Guidance

Redlining is illegal and occurs when a lender provides unequal access to credit, or offers unequal credit terms, because of the race, color, national origin, or other prohibited characteristics of the residents of the area in which the mortgaged property is located.

You may consider locational factors when appraising and underwriting if your risk analysis
is based only on valid credit factors that reliably predict risk, and
applies Fannie Mae’s guidelines in a consistent, equitable, and legal manner.
Chapter 2  Mortgage Loan

Section 201  Registration

☑ Requirements

You must register each Mortgage Loan in DUS Gateway.

Section 202  Delegated Mortgage Loans

☑ Requirements

If your Lender Contract provides you with the delegated authority, you may underwrite, commit, and Deliver any fully-delegated Mortgage Loan (see Part I, Chapter 1: Overview, Section 102: Delegation and Underwriting).

Section 203  Pre-Review Mortgage Loans

☑ Requirements

You must obtain Fannie Mae’s Pre-Review approval before requesting a Commitment for any Pre-Review Mortgage Loan and any Mortgage Loan that is not fully delegated to you.

You must ensure that your Chief Underwriter, or a delegated employee directly supervised by your Chief Underwriter, reviews and approves all material supporting the Pre-Review approval request before submitting it.

Operating Procedures

The Pre-Review approval process must follow these steps:

Step 1: You submit a Pre-Review request to the Deal Team via DUS Gateway that includes, at a minimum:

- a loan-sizing spreadsheet with the preliminary Underwritten NCF and a refinance risk analysis;
- a narrative describing the overall transaction, including risks and mitigating factors for Pre-Review reasons;
- any required data fields and loan options based on the proposed structure of the transaction;
- a completed Multifamily Affordability Estimator (MAE) form; and
- any additional information requested by Fannie Mae.

Step 2: Fannie Mae’s Pre-Review response will indicate:
Section 204  Letters of Credit

204.01  Generally

Requirements

You must comply with this Section for all Letters of Credit posted as Collateral for a Mortgage Loan.

You must obtain Fannie Mae’s approval for any new or renewal Letter of Credit, regardless of whether the Letter of Credit is required by you or Fannie Mae.

All Letters of Credit must:

- Name Fannie Mae as the sole beneficiary.
- Have a minimum term of 1 year.
- Be issued or confirmed by a financial institution that meets the eligibility criteria in Part I, Chapter 2: Mortgage Loan, Section 204.02: Issuers and Ratings.

All Letters of Credit must meet the requirements in the Irrevocable Letter of Credit Instructions (Form 4663), including the form of sight draft on the Issuer.

Operating Procedures

How do you request approval to use a Letter of Credit?

Step 1: Complete the Letter of Credit Authorization and Certification Form (Form 4664) that states

- whether the Letter of Credit is new or will renew or confirm an existing Letter of Credit, and
- that the Letter of Credit is posted as Collateral for a Mortgage Loan.
Step 2: Indicate whether the Letter of Credit is required by the Guide or is required by you as additional collateral. If you require the Letter of Credit, include the Loan Document imposing the requirement.

Step 3: Send the completed Form 4664 to Partner Risk Management.

**What do you do after Fannie Mae has approved a Letter of Credit?**

Step 1: Send the original Letter of Credit to Multifamily Operations to be delivered the following business day. The address is:

Fannie Mae - Midtown Center
1100 15th Street, NW
Mailstop 8S 33
Washington, DC  20005
Attention: Manager, Multifamily Operations - Recourse and Collateral.

Step 2: Include Form 4664 in the Mortgage Loan Delivery Package.

Step 3: Retain a copy of Form 4664 in your Servicing File.

---

### 204.02 Issuers and Ratings

#### Operating Procedures

**Who is eligible to issue a Letter of Credit?**

A financial institution that satisfies the ratings criteria may issue or confirm a Letter of Credit.

You, one of your Affiliates, or an Affiliate of the Borrower may issue a Letter of Credit, but only if it is confirmed by a financial institution that is not an Affiliate of you or the Borrower.

Fannie Mae, in its sole discretion, may prohibit you from obtaining a Letter of Credit (or confirming a Letter of Credit) from a specific financial institution.

**What ratings do Issuers need to satisfy?**

A financial institution is eligible to issue or confirm a Letter of Credit if it satisfies the following ratings criteria:

- a Standard and Poor’s long-term issuer rating of
  - "A+" or better, or
  - “A” and the financial institution has a “stable” or “positive outlook” rating; **AND**

- a Moody’s long-term issuer rating of
  - "A1" or better, or
  - “A2” and the financial institution has a “stable” or “positive outlook”
Verifying Issuer Ratings

**Requirements**

You must monitor and verify the rating of any financial institution issuing or confirming a Letter of Credit throughout the term of the Letter of Credit, on each anniversary of the date of issuance, and on the date of any renewal, replacement, or amendment.

If the ratings of the financial institution issuing or confirming the Letter of Credit fall below the ratings criteria you must contact Multifamily Business Operations promptly, and use a financial institution that satisfies the ratings criteria to replace or confirm the Letter of Credit.

A change from “stable” or “positive outlook” to “negative outlook” or “on watch for downgrade” would represent a fall below the ratings criteria.

**Restrictions on Issuer Collateral**

**Requirements**

You must ensure that the Issuer does not collateralize the Letter of Credit with a lien on the Property, or any personal property that secures the Mortgage Loan.

**Drawing on Letter of Credit**

**Operating Procedures**

You may, with Fannie Mae’s written approval, instruct the issuing bank to honor a draw on the Letter of Credit by depositing the proceeds into an account designated by Fannie Mae.
Chapter 3  Borrower, Guarantor, Key Principals, and Principals

Section 301  Generally

Operating Procedures

You must perform an overall risk assessment of the Borrower, Guarantor, Key Principals, and Principals considering the specifics of the transaction.

Guidance

You should:

- Complete a credit review by analyzing information about their organizational structure,
- multifamily business experience and qualifications,
- general credit history, and
- current and prospective financial condition.

- Ensure that the financial strength, experience, qualifications, character, and credit history of the Borrower, Guarantor, Key Principals, and Principals support the size, complexity, structure, and risk of the transaction.

Section 302  Borrower Organizational Structure

302.01 Single-Asset Entity

Requirements

You must ensure that

- the Borrower is a domestic single-asset entity, and
- if the Borrower is ultimately owned by foreign persons or entities, it has at least 1 domestic tier of ownership.

Guidance

As you analyze the Borrower and its organizational documents to confirm that it is a single-asset entity, consider the following questions:

- Can the Borrower acquire any additional real property, personal property, or assets?
- Can the Borrower participate in any business other than managing and
operating the Property?
- Are the Borrower’s assets or funds commingled with anyone else's? If so, can these assets or funds be separated and identified?
- Are the Borrower’s financial statements, accounting records, and other organizational documents maintained with anyone else's?
- Except for the Mortgage Loan, has the Borrower assumed, guaranteed, or obligated itself to cover anyone else's liabilities?

☑️ Requirements

If the Borrower owns more than a single asset, the Borrower may still qualify as a single asset entity if you:
- Obtain an operating statement for each real property owned.
- Obtain proof that the Borrower has no existing debt secured by a Lien on any of the Borrower’s real property, other than a Mortgage Loan purchased by Fannie Mae.
- Obtain proof that the Borrower does not have any direct or indirect equity interest subject to mezzanine financing.
- Ensure that the Loan Documents prohibit the Borrower from
  - acquiring any additional debt (except for supplemental debt on existing Fannie Mae loans),
  - increasing any existing debt, or
  - acquiring any additional real property.

➡️ Guidance

As you analyze the Borrower that owns more than a single asset, you should consider whether its other real estate assets are only
- multifamily properties, or
- other types of real estate that do not pose an environmental risk to the Borrower.

302.02 Co-Tenant Borrowers

☑️ Requirements

You must ensure that any Co-Tenant Borrower meets these eligibility requirements:
the Co-Tenant Borrower has no more than 10 co-tenants;
no co-tenant is an individual;
each co-tenant is a single-asset entity complying with Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 302.01: Single-Asset Entity; and
each co-tenant has jointly and severally executed the Loan Documents.

### 302.02A Tenancy-in-Common Agreement

#### Requirements

You must ensure that a validly executed Tenancy-in-Common Agreement is in place prior to or at the Mortgage Loan closing.

You must review the agreement to ensure that:

- Each co-tenant is bound by the terms of the agreement.
- The Property has a manager of its day-to-day business and affairs, which can be
  - a single co-tenant (or the Key Principal of such co-tenant) known as the "co-tenant representative", or
  - a validly-appointed property manager.
- Distributions to the co-tenant representative are subordinate to
  - all payments under any Mortgage Loan secured by a Lien on the Property, and
  - the terms and conditions of any such Mortgage Loan.

#### Guidance

As you analyze the Tenancy-in-Common Agreement, consider the following questions. The term "co-tenant" also includes any Key Principal who has the rights of the co-tenant.

**Representation**

- Have the Co-Tenant Borrowers given the co-tenant representative the power to deal with the Lender through the Tenancy-in-Common Agreement or an irrevocable power-of-attorney?
- Has each Co-Tenant Borrower waived its right to reside in the Property?

**Buy outs**

- Does each Co-Tenant Borrower have buy out rights to any other co-
tenant?

- Is each Co-Tenant Borrower financially able to buy out any other co-tenant?

**Communication**

- Does each Co-Tenant Borrower have a name, address, telephone number, and percentage of ownership interest listed?
- Has each Co-Tenant Borrower agreed to promptly notify all other Co-Tenant Borrowers and you if their address or telephone number changes?
- Has a single Key Principal of the co-tenant representative agreed to receive any communication from you on behalf of all Co-Tenant Borrowers?

### 302.02B  Key Principal Execution of Guaranty

**Requirements**

- You must ensure that:
  - each Co-Tenant Borrower names at least 1 Key Principal; and
  - if a Guaranty is required, each Key Principal must become a Guarantor and execute either a Non-Recourse Guaranty or Payment Guaranty.

### Section 303  Key Principals, Principals, and Guarantors

**Requirements**

- For every Mortgage Loan, you must:
  - Identify any Guarantor and all Key Principals and Principals of the Borrower.
  - Ensure that the Guarantor
    - is not a foreign person or a foreign entity, and
    - either has an ownership interest in the Borrower or ensure that the Guarantor has adequate consideration to enter into the Guaranty.

You must identify the Principals per the following table.

<table>
<thead>
<tr>
<th>If the Borrower is a...</th>
<th>Then a Principal is...</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Partnership or Joint Venture</td>
<td>any general partner or joint venturer.</td>
</tr>
<tr>
<td>If the Borrower is a...</td>
<td>Then a Principal is...</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>all general partners and any limited partner who owns a 25% or more interest in the partnership.</td>
</tr>
<tr>
<td>Privately-Held Corporation</td>
<td>astockholder who owns 25% or more of the voting stock of the corporation.</td>
</tr>
<tr>
<td>Limited Liability Company</td>
<td>all non-member managers, member-managers, and any member who owns a 25% or more membership interest.</td>
</tr>
<tr>
<td>Trust (other than a Land Trust)</td>
<td>the grantor (if the trust is a revocable trust or if the grantor or settlor has retained powers), any Person who has a 25% or more beneficial interest in the trust, and any trustee.</td>
</tr>
<tr>
<td>Land Trust</td>
<td>a trust beneficiary who owns a 25% or more beneficial interest in the land trust.</td>
</tr>
</tbody>
</table>

### 303.01 Entity Review

**Guidance**

When you review an entity, consider the following questions:

- Is it an existing entity (e.g., a corporation, limited liability company, limited liability partnership, or other acceptable structure) that is not newly formed?
- Is it a well-capitalized, stable, on-going business that would be expected to:
  - Remain financially healthy?
  - Support the Property?
  - Meet all Guarantor requirements and obligations under the Guaranty?
  - Have assets and net worth that are significantly greater than what would be minimally acceptable for an individual Key Principal?

### 303.02 Fund

**Guidance**

When you review a fund, consider the following questions:

- What is the experience and performance history of the fund manager with similar funds?
Can the fund raise equity from financially substantial investors?
What is the performance of the fund?
What is the leverage level of the fund?
What is the net worth and liquidity of the fund?
What is the type and quality of
  - the Property and market,
  - other existing properties and markets, and
  - any potential additional properties and markets targeted by the fund pursuant to its agreements?

Additionally, you should review the organizational documents and private placement memorandum (if applicable) for the following information:

- the fund’s expiration date;
- any extension to the fund’s existence and conditions to approve that extension; and
- the process for winding up the business affairs of the fund, including whether the fund is organized in a state that requires the orderly dissolution of investment funds, such as Delaware or Illinois.

Section 304  Financial Statements

Requirements

You must obtain signed financial statements from all parties relevant to the Mortgage Loan.

<table>
<thead>
<tr>
<th>If these statements…</th>
<th>Then…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are dated less than 12 months before the Commitment Date</td>
<td>You do not need a signed no adverse material change certification.</td>
</tr>
<tr>
<td>Are dated 12-24 months before the Commitment Date</td>
<td>You must include a signed certification dated within 30 days before loan application that states they have experienced no adverse material change to their financial condition.</td>
</tr>
<tr>
<td>Are dated more than 24 months old</td>
<td>You cannot use them.</td>
</tr>
</tbody>
</table>

For all financial statements, you must collect:
A schedule of real estate owned by the party providing the financial statement, including the loan information (such as lender, DSCR, and maturity date) for all assets on the schedule.

A listing of all other assets, including
- notes receivable from related entities, and
- an estimate of the market value of each asset and the basis for calculating value estimates.

All liabilities and contingent liabilities, including
- debts under lines or letters of credit,
- personal guaranties,
- unmet obligations to partnerships or other entities, and
- other future obligations (describe the amount and timing of these).

Any other factors that may impact the party’s financial position immediately or during the term of the Mortgage Loan (including any known threat of potential lawsuits that may arise from the parties’ business operations).

Section 305  Multifamily Underwriting Certificate

☑ Requirements

You must obtain the appropriate Multifamily Underwriting Certificate (Form 6460) from the Borrower and each Key Principal.

You must ensure that the Form 6460 is
- signed and certified as true, correct, and complete, and
- dated within 90 days before the Commitment date.

If the 90-day limit is exceeded, the Borrower and Key Principals must certify that there has been no material adverse change to the financial condition shown in the Form 6460.

You must keep a copy of the Form 6460 in your Servicing File.

Section 306  Fraudulent Conveyance

☑ Requirements

You must not obtain a Commitment for any Mortgage Loan if you believe that the Borrower, Key Principals, Principals, or Guarantors intend to delay, hinder, or defraud creditors.
Guidance

To show that you have made the Mortgage Loan in good faith, consider the following questions:

- Have you carefully reviewed the facts so that you have a clear defense to potential fraudulent conveyance or fraudulent transfer claims?
- Have you obtained a Form 6460 that confirms the Borrower’s good faith?

Section 307 Applicant Experience Check

Requirements

For both initial applications, Supplemental Mortgage Loans, and any Transfer/Assumption, you must perform an ACheck™ and receive a "Continue Processing" response for

- the Borrower,
- each Key Principal of the Borrower,
- each Principal of the Borrower,
- each Guarantor, and
- any person who owns or controls an entity Key Principal.

Operating Procedures

Where can you find ACheck?

You can find the ACheck application at www.fanniemae.com/multifamily/acheck.

When do you use the ACheck application?

As soon as you receive an application request and the necessary tax identification numbers and/or social security numbers, enter the information into ACheck.

- If you have not yet identified all parties at this stage, you must enter all Key Principals, Principals, and Guarantors of the Borrower into ACheck as soon as you identify them.
- If more than 90 days pass between the initial ACheck and Commitment Date, you must repeat an ACheck.

How do you view ACheck results?

The ACheck application will provide either a “Continue Processing” or “Do Not Process” electronic response instantaneously.
“Continue Processing” Response

You must receive a “Continue Processing” response in order to proceed with the application.

This does not mean that the Borrower, Key Principal, Principal, Guarantor, or Principal is approved; you are still required to complete full Mortgage Loan credit underwriting.

“Do Not Process” Response

If you receive a response stating “do not continue processing an application for a Fannie Mae loan that involves this applicant” (or similar wording), then:

- Do not proceed with the application, and do not omit any Key Principal, Principal, or Guarantor for which a “Do Not Process” response was given.
- Use the “Do Not Process” response to indicate that you need to have direct communication with Fannie Mae.
- Follow the instructions provided by the ACheck application and contact Fannie Mae before proceeding to underwrite the Mortgage Loan.
- Never use the “Do Not Process” response as the sole reason for rejecting or denying credit in any cases not involving Fannie Mae.

You will not be provided any information as to why a particular Borrower, Key Principal, Principal, or Guarantor received a “Do Not Process” response.

What about confidentiality?

You must establish procedures to ensure that all ACheck responses obtained for Borrowers, Key Principals, Principals, and Guarantors are kept confidential.

How do you maintain ACheck results?

You must print dated copies of your ACheck inquiries and responses for the Mortgage Loan and include these copies in your Servicing File.

Section 308 Compliance

Requirements

You must confirm that the Borrower, Key Principal, Guarantor, and Principals:

- Are not on the U.S. Treasury Department OFAC list.
- Do not exhibit “red flags” that indicate a high risk of money laundering.
Are not on the FHFA SCP List.

Fannie Mae will not purchase any Mortgage Loan with a Borrower, Key Principal, Principal, or Guarantor that is on either the U.S. Treasury Department OFAC or FHFA SCP List.

Operating Procedures

If you find a “red flag” for money laundering:

1. Do not inform the Borrower, any Borrower Affiliate, Key Principal, Principal, or Guarantor.
2. Report all information that triggered the “red flag” to Fannie Mae to:
   - mortgagefraud_tips@fanniemae.com or (800) 732-6643, and
   - Partner Risk Management.
3. Obtain Fannie Mae’s written approval to Deliver the Mortgage Loan.
4. Do not provide any information to Fannie Mae that would indicate whether you have filed a Suspicious Activity Report (SAR) with the Financial Crimes Enforcement Network (FinCEN).

Section 309 Execution of Non-Recourse Guaranty

Requirements

You must obtain a Non-Recourse Guaranty from a Key Principal (the Guarantor) for any Mortgage Loan that has

- an Underwritten DSCR less than
  - 1.35 for fixed rate or
  - 1.10 for variable rate, or
- an LTV greater than 65%.

You do not need to obtain a Non-Recourse Guaranty if the Borrower is a Cooperative Organization or if the Key Principal (who would otherwise be the Guarantor) is a publicly traded entity.

Section 310 Conflict Mortgage Loans

<table>
<thead>
<tr>
<th>310.01 Description</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conflict Mortgage Loan Type</td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Conflict Mortgage Loan</td>
<td>• Any Mortgage Loan in which</td>
</tr>
<tr>
<td></td>
<td>- a Lender, any Lender Affiliate, or any</td>
</tr>
<tr>
<td></td>
<td>Lender Senior Executive owns (or will own) any direct or indirect equity interest in the Borrower, or</td>
</tr>
<tr>
<td></td>
<td>- any Lender employee, or group of employees, owns (or will own) more than a 5% direct or indirect equity interest in the Borrower.</td>
</tr>
<tr>
<td></td>
<td>• Any Mortgage Loan with DLA Mezzanine Financing.</td>
</tr>
<tr>
<td></td>
<td>Any equity interest that is acquired only to benefit the LIHTC will not be counted when determining if a Mortgage Loan is a Conflict Mortgage Loan (see Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 709: LIHTC Properties Lender Equity Interest).</td>
</tr>
<tr>
<td>Prohibited Conflict Mortgage Loan</td>
<td>Any Mortgage Loan in which</td>
</tr>
<tr>
<td></td>
<td>• the Lender or any single Lender Senior Executive owns more than a 5% direct or indirect equity interest in the Borrower, or</td>
</tr>
<tr>
<td></td>
<td>• any group of Lender Senior Executives together owns more than a 10% direct or indirect equity interest in the Borrower.</td>
</tr>
<tr>
<td><strong>Conflict Mortgage Loan Type</strong></td>
<td><strong>Any Conflict Mortgage Loan where:</strong></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td><strong>Controlling Conflict Mortgage Loan</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• the Lender</td>
</tr>
<tr>
<td></td>
<td>- can (other than through the exercise of a lender’s rights and remedies under the Loan Documents) require changes to the management, operations, or decision-making of the Borrower, the Key Principal, any Person holding a Controlling Interest in the Borrower or Key Principal, or any Principal or Guarantor, or</td>
</tr>
<tr>
<td></td>
<td>- owns any Preferred Equity in the Borrower;</td>
</tr>
<tr>
<td></td>
<td>• any Lender Affiliate or employee or group of employees of the Lender or any Lender Affiliate</td>
</tr>
<tr>
<td></td>
<td>- can require changes to the management, operations, or decision-making of the Borrower, the Key Principal, any Person holding a Controlling Interest in the Borrower or Key Principal, or any Principal or Guarantor,</td>
</tr>
<tr>
<td></td>
<td>- individually or together own a 25% direct or indirect equity interest in the Borrower or in any Person holding a Controlling Interest in the Borrower at or after loan origination (including any interest acquired as part of a Transfer/Assumption),</td>
</tr>
<tr>
<td></td>
<td>- own any Preferred Equity in the Borrower, or</td>
</tr>
<tr>
<td></td>
<td>- exercises rights under DLA Mezzanine Financing that results in a Controlling Conflict Mortgage Loan under these requirements; or</td>
</tr>
<tr>
<td></td>
<td>• any Lender Senior Executive owns any direct or indirect equity interest in the Borrower.</td>
</tr>
</tbody>
</table>

You must not Deliver a Prohibited Conflict Mortgage Loan.
310.02A Underwriting

Requirements

You must ensure that no Lender employee or other person involved in Conflict Mortgage Loan underwriting and approval owns any direct or indirect equity interest in the Borrower.

You must include the following in your Transaction Approval Memo:

- the amount of any direct or indirect equity interest in the Borrower owned by any Lender Senior Executive, other Lender employee or group of employees; and
- answers to the following questions, including an explanation if your answer to a question is yes:
  - Does any Lender Senior Executive, other Lender employee or group of employees, or any person who participated in the underwriting or approval of the Mortgage Loan, own any direct or indirect equity interest in the Borrower?
  - Can any Lender Senior Executive, other Lender employee or group of employees, or any person who participated in the underwriting or approval of the Mortgage Loan, require changes to the management, operations, or decision-making of the Borrower?

In addition, your underwriting submission must include:

- copies of the Borrower’s organizational documents and financial statements;
- copies of all organizational documents and financial statements for any Lender Affiliate that holds a direct or indirect equity ownership interest in the Borrower; and
- an organizational chart or diagram showing
  - the complete ownership structure of the Borrower,
  - the relationship among the Lender, Borrower, and applicable Lender Affiliate, and
  - the percentage ownership of each entity.

Operating Procedures

You must designate the Mortgage Loan as a Conflict Mortgage Loan in C&D.
Servicing

310.02B

Requirements

As Servicer of a Controlling Conflict Mortgage Loan, you must not

- participate in loss mitigation or special asset management decisions if it becomes a Non-Performing Mortgage Loan, or
- be notified of, or participate in, any negotiations or communications between Fannie Mae and the Borrower, Key Principal, or Principal (or any Affiliate of any of them).

Fannie Mae will make reasonable efforts to provide copies of written communications between Fannie Mae and other parties.

These servicing restrictions apply as long as the Mortgage Loan is considered a Controlling Conflict Mortgage Loan.

Operating Procedures

1. Fannie Mae has sole discretion to decide what action, if any, to take regarding any Controlling Conflict Mortgage Loan, any Property securing a Controlling Conflict Mortgage Loan, or any Borrower or Guarantor.

2. If Fannie Mae decides that a Controlling Conflict Mortgage Loan has a material risk of default or other characteristics of increased risk, it can

   - designate a substitute servicer or subservicer, or
   - terminate (with or without cause) your right to service the Mortgage Loan.

3. Fannie Mae will comply with the Program Rules Part 3 Sections B and C relating to Fannie Mae initiated servicing transfers. After servicing is transferred, you will retain your loss sharing obligation.

310.02C

No First Right of Refusal

Requirements

You will not have any First Right of Refusal to purchase a Property that secured a Conflict Mortgage Loan, even if the Loss Sharing Addendum to the MSSA grants you this right.

310.02D

Additional Disclosure

Operating Procedures
For an MBS backed by a Conflict Mortgage Loan, you must indicate in C&D that additional disclosure is required, and whether it is the Lender, a Lender Affiliate, a Lender Senior Executive, a Lender employee, or group of employees who has a Controlling Interest or a non-Controlling Interest.

310.02E Notifications

☑️ Requirements

If, after delivering a Mortgage Loan, it becomes a Conflict Mortgage Loan, you must deliver all materials described in this Section to Multifamily Asset Management within 30 days after acquiring each equity interest.
For a Mortgage Loan to be eligible for purchase, it must be secured by a multifamily residential property that meets all of the following:

- contains at least 5 dwelling units;
- has suitable bathroom and cooking facilities located within each unit;
- is located in 1 of the 50 states of the United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, or Guam;
- is located on a publicly dedicated, all-weather road, or is accessible by a satisfactory easement from this type of road;
- consists of either a single parcel or contiguous parcels that adjoin or are separated only by dedicated or private streets;
- has adequate water and sewer service, which may be delivered by a public utility or, where commercially acceptable for the market area, by a private system or utility;
- offers a suitable level of utility service (e.g., electrical, natural gas, plumbing, refuse removal, etc.) for the market area;
- either complies with all applicable statutes, rules, regulations, and housing and building codes, or is being appropriately remediated;
- does not contain any Modular Housing; and
- has access to police and emergency services.

When a Property consists of multiple parcels, these parcels must:

- be operating as a single project;
- be within the same submarket;
- not be separated by a major traffic artery; and
- make available to all tenants the amenities located on any parcel.

You should also consider the following when a Property consists of multiple parcels:

- Rents at a parcel should not be lower because amenities are located on
another parcel.

- Vacancy levels at a parcel should not be higher because of the Property’s configuration.

**Section 102** Property Ownership; Leasehold

**Requirements**

You must ensure that the Property is owned in fee simple, unless the Property is held under an acceptable Leasehold estate.

**Section 103** Ground Leased Properties

**103.01 Generally**

**Requirements**

If the Property has a Ground Lease, the Mortgage Loan collateral must include a Lien on the Leasehold estate.

You must ensure that the Ground Lease complies with the Ground Lease Review Checklist (Form 6479), unless

- the ground lessor joins with the Borrower in executing the Security Instrument and grants a Lien on the ground lessor’s fee estate, or
- the absence of the Leasehold estate would not have a material adverse effect on the operation or value of the Property.

**103.02 Ground Lease Rents**

**Requirements**

You must establish an escrow for ground rents and ensure that the Borrower deposits sufficient funds for you to make all payments due under the Ground Lease.

**103.03 Ground Lease Estoppel Certificate**

**Requirements**

You must obtain a Ground Lessor Estoppel Certificate that:

- follows Modifications to Multifamily Loan and Security Agreement (Ground Lease Defaults) (Form 6206); and
- includes any provisions required by Form 6479 that are not already
contained in the Ground Lease.

**103.04  Ground Lease Review**

- **Requirements**

You must:

- review and analyze the Ground Lease to ensure compliance with the requirements of this Section; and
- retain the completed Form 6479 in your Servicing File.

**Section 104  Minimum Occupancy**

**104.01  Residential Occupancy**

- **Requirements**

You must ensure that the Property meets the following minimum occupancy levels:

- 85% physical occupancy; and
- 70% economic occupancy.

These minimum levels apply at the time of the Commitment and for the preceding 3-month period.

**104.02  Qualified Occupants**

- **Requirements**

When calculating occupancy, you must only include tenants who

- physically occupy the unit, and
- are paying rent.

- **Guidance**

You may include any tenant who:

- was under a standard lease for at least 6 months, then converted to a month-to-month lease when the lease expired; or
- is under a lease with a term of less than 6 months, if shorter-term leases
• are commonly accepted in the market area, and
• do not reflect weakness in the market.

You may include non-revenue producing units such as

- management units,
- employee occupied units,
- maintenance units, and
- model units.

Such units should not exceed what is usual and customary for stabilized properties in the market.

Section 105  Certificates of Occupancy

☒ Requirements

For any Property with construction or rehabilitation work completed within the last 12 months, you must:

- ensure that all units have a certificate of occupancy;
- obtain copies of all certificates of occupancy from the Borrower; and
- retain them in your Servicing File.

For all other Properties, you must:

- determine whether each unit had a certificate of occupancy at some point;
- attempt to obtain copies of all certificates of occupancy; and
- retain them in your Servicing File.

ﮋ Guidance

If you are unable to obtain copies of certificates of occupancy for a Property (for example, because of the age of the Property or the records of the jurisdiction where it is located), you should look for other evidence that certificates of occupancy had been issued.

If you cannot obtain a copy or other sufficient evidence of a certificate of occupancy, you should analyze the risk to the Property if one had never been issued, by considering whether:

- your physical inspection reveals any life safety issues;
- all units are accessible through normal access routes (and not, for example, through a former janitorial closet);
the insurance excludes coverage of a casualty originating from a unit without a certificate of occupancy; and

the Property is located in a market that exhibits low vacancies and barriers to entry.

You should exclude the income generated by any units without a certificate of occupancy but include all expenses (including replacement reserves) for the maintenance of such units.

Section 106 Phased Properties

Requirements

If the Property is a Phased Property, you must evaluate

- how the Property will be affected by other phases of the complex, and
- whether the Property will be able to succeed independently from other phases.

Guidance

In determining whether a Phased Property is viable as a separate Property, you should consider whether:

- its ownership and operation are separate from all other phases of the complex;
- the Borrower is able to provide a separate leasing office for the Property;
- your underwriting has discounted any benefits derived from staff or facilities that the Property shares with other phases;
- the records and accounts used to underwrite the Property are separate from the records and accounts of other phases;
- the Property is marketable to tenants or a new owner, separately from other phases;
- the Property is visible to the public without passing through another phase of the complex;
- the Property is accessible from a public roadway;
- any cross-easements for the complex will survive an adverse action against another phase; and
- any development of a future phase could materially interfere with or disturb the occupancy, marketability, or living environment of the Property.

In assessing the impact of future phases on a Property, you should consider
- the short-term impact of construction activity, and
- long-term implications for the continued economic viability of the Property, taking into account the allocation of costs for shared facilities (such as roadways).

**Requirements**

You may only Deliver a Mortgage Loan on a Phased Property if Fannie Mae holds all other Mortgage Loans secured by other phases of the complex. When the Phased Property is owned or Controlled by the same Borrower or Principals as the other phases in the complex:

- all Fannie Mae Mortgage Loans on each phase must be cross-defaulted and cross-collateralized; and
- the Mortgage Loan must have a Prepayment Premium Period End Date that is on or before the Prepayment Premium Period End Date of the other Mortgage Loans on the other phases.

**Guidance**

If a future phase is expected, consider issuing the first phase MBS with a potential future cross.

### Section 107 Commercial Leases

<table>
<thead>
<tr>
<th>107.01 Material Commercial Leases</th>
</tr>
</thead>
</table>

#### 107.01A Lease Review

**Requirements**

You must analyze all aspects of each Material Commercial Lease and the tenants. Tenant refers to each tenant, grantee, or other beneficiary of the Material Commercial Lease.

If Material Commercial Lease approval is required by the terms of Part II, Chapter 1: Attributes and Characteristics, Section 107.01B: Lease Approval you must:

- prepare a written summary of the material terms of the Material Commercial Lease; and
- keep a copy of your summary in your Servicing File.

**Guidance**
As you analyze the Material Commercial Lease, you should consider the following questions:

- Does each tenant have the ability to fulfill its financial and other performance obligations under the Material Commercial Lease?
- Are the insurance provisions of the Material Commercial Lease consistent with the insurance requirements in the applicable Loan Documents or otherwise prescribed by Fannie Mae?
- Is each tenant required to obtain the Lender’s consent before making any assignment, sublease, subcontracting, or other transfer of the Material Commercial Lease?
- Does the tenant have early termination clauses and if so, what are the conditions under which the tenant can terminate? For example, if there is a material casualty or condemnation, or if the landlord cannot substantially restore the premises in a reasonable period of time following a casualty or condemnation.

### 107.01B Lease Approval

#### Requirements

<table>
<thead>
<tr>
<th>Material Commercial Lease Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease with Property Assessed Clean Energy (PACE) Financing</td>
<td>You must not approve any Material Commercial Lease that includes PACE financing.</td>
</tr>
<tr>
<td>Other Material Commercial Leases</td>
<td>You must only approve other Material Commercial Leases if they comply with Part II, Chapter 1: Attributes and Characteristics, Section 107: Commercial Leases.</td>
</tr>
</tbody>
</table>

#### Guidance

<table>
<thead>
<tr>
<th>Material Commercial Lease Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Power or Other Power Generation Lease</td>
<td>You may underwrite and approve a solar power, thermal power generation, or co-power generation Material Commercial Lease and any related power purchase agreement.</td>
</tr>
</tbody>
</table>

### 107.01C Lease Modifications

#### Requirements
As you review each Material Commercial Lease modification, you must consider the following questions:

- Does it violate any of the requirements of this Section?
- Does it contain terms that are inconsistent with the Mortgage Loan?
- Does it present risks that are inappropriate for the Mortgage Loan?

If the answer to any of these questions is “yes”, then you must:

- require the Borrower to modify the Material Commercial Lease appropriately; or
- address the items in the Tenant Estoppel Certificate (Form 6413) and/or the Subordination, Non-Disturbance, and Attornment Agreement (Form 6415).

### 107.01D Tenant Estoppel Certificate

**Requirements**

You must obtain a Tenant Estoppel Certificate (Form 6413) for each Material Commercial Lease.

### 107.01E Subordination, Non-Disturbance and Attornment

**Requirements**

You must:

- evaluate whether an SNDA (Form 6415) is necessary to provide for subordination and attornment or would be beneficial for other reasons; and
- use Form 6415 if the Material Commercial Lease contains provisions for the Borrower to assume liability or other risks as landlord that would not be acceptable to the Lender in case of a Foreclosure Event.

You must ensure that each Material Commercial Lease (including any renewal or extension):

- is subordinate to the Lien of the Security Instrument; and
- requires the tenant to attorn to the Lender under the Mortgage Loan.

### 107.02 Non-Material Commercial Leases

#### 107.02A Tenant Estoppel Certificate; Lease Modification
Requirements

You must make reasonable efforts to get a Form 6413 for each non-Material Commercial Lease, other than leases relating only to equipment or maintenance services.

If a non-Material Commercial Lease has terms that are inconsistent with the terms of the Mortgage Loan or present inappropriate risks for the Mortgage Loan, then you must:

- require the Borrower to modify the lease appropriately; or
- address any inconsistencies or risks in a Form 6413.

107.02B Non-Material Commercial Lease Types

Requirements

<table>
<thead>
<tr>
<th>Non-Material Commercial Lease Type</th>
<th>You must review any telecommunications and cell tower lease to ensure that it does not:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunications and Cell Tower Leases</td>
<td>• comprise more than 5% of the Property’s Effective Gross Income;</td>
</tr>
<tr>
<td></td>
<td>• negatively impact the value, visibility, livability, or marketability of the Property;</td>
</tr>
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<td></td>
<td>• impose an undue financial or operating burden on the Property or the Borrower;</td>
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<td></td>
<td>• obligate the Borrower to rebuild any Improvements at the Property following a casualty or condemnation;</td>
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<td></td>
<td>• have a lease term (including extension options) in excess of 25 years;</td>
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<tr>
<td></td>
<td>• contain a purchase option; or</td>
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<tr>
<td></td>
<td>• convey any right to the tenant other than simple lessee rights (e.g., a perpetual easement, a purported sale of a portion of the Improvements, unjustified exclusivity, etc.).</td>
</tr>
<tr>
<td>Non-Material Commercial Lease Type</td>
<td></td>
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<tr>
<td>----------------------------------</td>
<td></td>
</tr>
<tr>
<td>Communications Service Agreement</td>
<td>You do not need to subordinate the service agreement to the Lien of the Security Instrument if:</td>
</tr>
<tr>
<td></td>
<td>• the Borrower certifies to you that neither the Borrower nor any Key Principal or Principal is an Affiliate of the communications service provider; and</td>
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<tr>
<td></td>
<td>• the lease does not contain provisions for the Borrower to assume liabilities and risks as landlord that would not be acceptable for you (as lender under the Mortgage Loan) in the context of a Foreclosure Event.</td>
</tr>
<tr>
<td></td>
<td>If a communications service agreement is accompanied by a lease or easement, then the lease or easement must end automatically when the service agreement expires, unless the service agreement is subordinated to the Lien of the Security Instrument.</td>
</tr>
<tr>
<td>Non-Material Commercial Lease Type</td>
<td>You must review each lease of mineral rights or rights relating to subsurface oil and natural gas to ensure that it does not:</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Mineral Rights; Oil and Natural Gas Leases | - comprise more than 5% of the Property's Effective Gross Income;  
- grant surface entry for any purpose (e.g., pipes, access across, or storage on the Property);  
- grant subsurface rights within 250 feet below the surface of the Property, or within 600 feet from any Property boundary line;  
- have a material adverse effect on public health and safety, air quality or noise levels, or on the marketability or occupancy of the Property;  
- permit oil or gas well activities that could have a negative effect on access, visibility, or storm water drainage at the Property;  
- have a negative effect on the zoning or allowable density of the Property;  
- facilitate drilling, storage, or processing of oil or gas on the Property or any adjacent property; or  
- fail to require the lessee to indemnify and hold harmless the Borrower, as lessor, for any damage to the Property or any other damage or liability caused directly or indirectly as a result of the lease activities. |
| Laundry Lease | You do not need to subordinate the lease to the Lien of the Security Instrument if you confirm that the lease:  
- is not with an Affiliate of the Borrower or any Key Principal or Principal;  
- has market terms;  
- contains an acceptable termination for cause provision; and  
- meets recognized industry standards. |
**Non-Material Commercial Lease Type**

<table>
<thead>
<tr>
<th>Equipment or Related Maintenance Services Lease</th>
<th>You must ensure that the lease:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• is subordinate to the Security Instrument;</td>
<td></td>
</tr>
<tr>
<td>• contains an acceptable termination for cause provision; and</td>
<td></td>
</tr>
<tr>
<td>• meets recognized industry standards.</td>
<td></td>
</tr>
</tbody>
</table>

**Guidance**

<table>
<thead>
<tr>
<th>Storage Unit Lease</th>
<th>You do not need to subordinate the lease to the Lien of the Security Instrument if you determine that the unit is being leased pursuant to a residential Lease.</th>
</tr>
</thead>
</table>

### 107.03 Short Term Rentals

**Requirements**

You must ensure that:

- the residential nature of any Property with units available for STR is maintained, even though any Lease of an STR unit will be
  - classified as a commercial lease, and
  - subject to the space and income limitations per Form 4660;
- no more than 5% of the Property's units (not counting recreational vehicle sites) are available for STR; and
- the Underwritten NCF accurately incorporates all STR income.

You must include the following information in your underwriting analysis:

- a description of the STR arrangement;
- length of time the STR has been in place;
- Borrower's action plan for handling liability issues for
  - STR tenants at the Property, and
  - safety concerns for non-STR tenants;
- Borrower's strategy for implementing STR;
- whether the STR units are furnished or unfurnished;
confirmation that the STR is legally permissible and in compliance with applicable laws and zoning;

confirmation that the Borrower’s or master tenant’s insurance covers any STR; and

confirmation that the Property is residential in nature (i.e., not operated as a hotel or other single room occupancy arrangement).

**Guidance**

Examples of an STR arrangement include an arrangement between the Borrower and:

- a tenant/master tenant, where the tenant/master tenant has an agreement with an STR provider or platform (such as Airbnb, VRBO®, etc.); or
- an STR provider or platform, where the Borrower’s tenants may make their units available for STR.

You should seek to establish a leasing history of at least 12 months for any STR unit.

### Section 108

**Property Management and Agreement**

<table>
<thead>
<tr>
<th>108.01</th>
<th>Property Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ <strong>Requirements</strong></td>
<td></td>
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<tr>
<td>You must ensure that the Property’s management team is adequate.</td>
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</table>

**Guidance**

Fannie Mae does not require an independent, professional management company. However, when analyzing Property management, you should consider whether the management team:

- has adequate experience to ensure effective administration, leasing, marketing, and maintenance of the Property; and
- is staffed appropriately for the type and size of the Property and the services provided.

<table>
<thead>
<tr>
<th>108.02</th>
<th>Property Management Agreement</th>
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</thead>
<tbody>
<tr>
<td>✓ <strong>Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>If the Borrower is not the Property manager, you must ensure:</td>
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</tbody>
</table>
that the Borrower has a written management agreement with a Property management company that allows for cancellation by the Lender without penalty or prior notice in case of a Borrower default under the Mortgage Loan; or

- the Borrower and Property manager complete the Assignment of Management Agreement (Form 6405).

**Guidance**

You should ensure that the Property management agreement clearly states

- the responsibilities of the Property manager, and

- the amount of the management fee (or describes the method for determining the fee).
Chapter 2  Valuation and Income
Section 201  Market and Valuation

201.01  Market Analysis

☑️ Requirements

You must:

- Evaluate the Property’s market area, identifying its strengths and weaknesses.
- Take these characteristics into account when structuring the Mortgage Loan.

201.02  Appraisal

☑️ Requirements

You must obtain an Appraisal that:

- is prepared by a qualified, state-licensed or certified appraiser;
- conforms to the requirements in the USPAP; and
- meets any governmental regulations in effect when the Mortgage Loan was originated, including the Financial Institutions Reform, Recovery, and Enforcement Act of 1989.

201.02A  Appraiser Role and Qualifications

☑️ Requirements

You must:

- Provide the appraiser with all documents needed to accurately assess the value of the Property.
- Ensure the appraiser:
  - provides a complete, accurate description of the Property and the market;
  - provides an opinion of the market value of the Property, supported by market data, logical analysis, and sound professional judgment; and
  - uses an industry standard form of Appraisal that is appropriate for the size and structure of the Mortgage Loan.

When selecting an appraiser, you must document that the appraiser is
licensed or certified, as appropriate, under applicable state law. When using an appraiser, you must ensure that the appraiser (whether third-party or in-house):

- Acts independently.
- Does not participate in the Mortgage Loan approval.
- Is not a member of the loan origination or underwriting staff.

201.02B Valuation Date

Requirements

You must update any Appraisal if the Appraisal Date is more than 6 months before the Commitment Date.

If the Appraisal Date is more than 12 months before the Commitment Date, then a new Appraisal of the Property is required.

Guidance

For an Appraisal that is dated less than 12 months before the Commitment Date, you may have the appraiser provide an update that complies with USPAP guidelines, dated within 6 months of the Commitment Date.

201.02C Appraised Value

Requirements

You must ensure that the appraiser provides an opinion of the market value of the Property on an “as is” basis.

You may also request that the appraiser provide an opinion of the market value of the Property on an “as completed” basis, but you must only use an “as completed” Appraisal for the opinion of Appraised Value if all of the following conditions apply:

- less than 12 months have passed between when the Borrower acquired the Property and the Commitment Date;
- for any capital improvements made after the Mortgage Loan Origination Date to be considered in an “as completed” Appraisal, they must be:
  - Immediate Repairs listed in the PCA; or
  - improvements identified by the Borrower, if you concur that the improvements will add value to the Property;
- all capital improvements are included in either the Completion/Repair
Agreement or the Rehabilitation Reserve Agreement;

- sufficient funds to complete all capital improvements are deposited into either the Completion/Repair Escrow or the Rehabilitation Reserve Account:
  - for capital improvements identified as Immediate Repairs, the funds must cover any higher funding percentage you require; and
  - for capital improvements identified by the Borrower, the funds must cover the estimated cost (including an allowance for cost overruns); and

- all capital improvements are required to be completed in a timely manner:
  - those identified by the Borrower must be completed within 12 months after the Mortgage Loan Origination Date; and
  - for others identified as Immediate Repairs, a shorter time period may be required by Part II, Chapter 4: Inspections and Reserves, Section 403: Completion/Repairs.

### 201.03 Underwriting Value

#### Requirements

Your Underwriting Value must not exceed the Appraised Value, as reduced by any adjustments you deem necessary to account for property deficiencies that cannot be cured within 6 months after the Appraisal Date.

If less than 12 months have passed between the Borrower’s acquisition of the Property and the Commitment Date, your Underwriting Value must not exceed the lower of

- the Appraised Value, or
- the sum of:
  - the Property acquisition price;
  - the cost of capital improvements or repairs which increase the value of the Property, if
    - they are completed and fully paid, or
    - sufficient funds to complete them are deposited in an escrow or reserve account; and
  - actual acquisition costs, not to exceed 3% of the acquisition price, such as:
    - loan origination fees;
    - appraisal fees;
— title search fees;
— title insurance fees;
— survey fees;
— taxes;
— deed-recording fees; and
— credit report charges.

## Section 202 Income Analysis

### 202.01 Underwritten Net Cash Flow (Underwritten NCF)

#### Guidance

Underwritten NCF may differ significantly across assets and will be driven by circumstances particular to the Property. Therefore, when calculating the Underwritten NCF, you should:

- Use both objective and subjective measures to determine the revenue generated and the expenses incurred at the Property.
- Use the best information available, including historical Property performance and anticipated Property operations.
- Use your best efforts to obtain operating statements for the previous 3 years.
- Obtain the prior full-year operating statement or, at a minimum, an operating statement covering the trailing 6 months (annualized).
- Consider whether the Property can achieve the Underwritten NCF within 12 months after the Mortgage Loan Origination Date, absent unexpected market conditions or other unforeseen events.

You may:

- Rely, for acquisitions only, on the Borrower’s budgeted operating statements.
- Calculate the Underwritten NCF more conservatively, if warranted by circumstances particular to the Property.

#### Requirements

You must use the following table to calculate Underwritten NCF for all Mortgage Loans unless another table is provided in the applicable Part III chapter based on the specific product.
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| **1** | **GROSS RENTAL INCOME** | actual rents in place for occupied units, plus market rents for vacant units based on a current rent roll (multiplied by 12). The Property must have Stabilized Residential Occupancy by Qualified Tenants. If the Property is located in New York City and subject to the J-51 Tax Incentive Program where the Borrower has decontrolled rent-stabilized units (a Decontrol Event), you must adjust the current rents to reflect no rent decontrol benefits:  
- Calculate the base rent as the rent amount per unit prior to the Decontrol Event date.  
- Use the base rent for each applicable unit to determine the Gross Rental Income.  
- Increase the base rent by the appropriate percentage allowed under New York City Rent Stabilization laws per annum through the present rent roll date. |
| **2** | **PLUS** | To the extent deducted as an operating expense, rents for other non-revenue units (e.g., model units deducted in the model apartment operating expense in the general and administrative category, or actual rent from employee units deducted in the employee operating expense in the payroll and benefits category). |
| **3** | **MINUS** | Premiums (e.g., identifiable additional income from furnished units or short term leases) and/or corporate premiums (e.g., identifiable additional income from corporate units, housekeeping services, etc.). |
| **4** | **MINUS** | Physical vacancy market rents for vacant units based on a current rent roll (multiplied by 12).¹ |

1. GPR = GROSS RENTAL INCOME + PLUS - MINUS
### REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>MINUS</td>
<td>Concessions - the aggregate amount of forgone residential rental income resulting from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc.¹</td>
</tr>
<tr>
<td>6</td>
<td>MINUS</td>
<td>Bad debt - the aggregate amount of unpaid rental income determined to be uncollectable: include any adjustments to other Income for bad debt.²</td>
</tr>
</tbody>
</table>

**EQUALS** NET RENTAL INCOME (NRI)²

1. The total of Items 4, 5, and 6 must equal the greater of:
   - the difference between the trailing 3-month net rental collections (annualized) and GPR, or
   - 5% of GPR.

2. NRI must reflect projected operations for the underwriting period.
   a. You must assess the NRI using these parameters and fully support any changes:
      - Assess the individual month NRI within the prior full-year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized).
      - If there are fluctuations, you may use an NRI that exceeds the trailing 3-month NRI, as long as the NRI does not exceed the highest 1-month NRI used in the trailing 3-month NRI calculation.
   b. You must assess declines in NRI using these parameters:
      - Assess whether there was any decline in NRI for the trailing 3-month period compared to the trailing 6-month period and the trailing 12-month period.
      - If the decline in NRI for the trailing 3-month period is greater than 2% compared to either the trailing 6-month period or the trailing 12-month period, you must adjust downward the NRI to an amount that is 2% less than the lowest NRI for the trailing 1-month, 3-month, 6-month, or 12-month period.
      - You must make a minimum 2% adjustment to NRI; however, you are expected to make additional downward adjustments as appropriate to reflect current market conditions not reflected in historical operations.
**REQUIRED UNDERWRITTEN NCF**  
*(CONVENTIONAL LOANS)*

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>PLUS</strong></td>
<td><strong>CALCULATION OF OTHER INCOME</strong></td>
</tr>
</tbody>
</table>
| 7    | PLUS     | Actual other income (except premiums and corporate premiums) generated through ongoing operations. The income must:  

- be stable;  
- be common in the market;  
- exclude one-time extraordinary non-recurring items; and  
- be supported by prior years.  
You must assess the individual month other income within the prior full-year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized).  
If there are fluctuations, you may use other income that exceeds the trailing 3-month other income (annualized), as long as it does not exceed the highest 1-month other income used in the trailing 3-month other income calculation.  
When determining the other income, you must  

- adjust Items 8 through 12, and  
- include specific income for Items 13 through 15 when applicable. |
|      | **MINUS** | **CALCULATION OF COMMERCIAL INCOME** |
| 8    | PLUS     | Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable). |
| 9    | PLUS     | Actual income from STR units. |
| 10   | MINUS    | 10% of the actual commercial income (total of Items 8 plus 9).³ |
### REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
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<tbody>
<tr>
<td>3</td>
<td></td>
<td>If net commercial income is greater than 20% of EGI, then reduce to 20% of EGI.</td>
</tr>
</tbody>
</table>
| 11   | PLUS     | Premiums, provided that the income must:  
|      |          | • be stable or increasing;  
|      |          | • be typical (in type and amount) in the market;  
|      |          | • be supported by prior years; and  
|      |          | • not exceed the income generated over the most recent year or trailing 12-month period. |
| 12   | PLUS     | Corporate premiums, provided that this income must:  
|      |          | • not be included for more than 10% of the Property’s units;  
|      |          | • be stable or increasing;  
|      |          | • be typical (in type and amount) in the market;  
|      |          | • be supported by prior years; and  
|      |          | • not exceed the income generated over the most recent year or trailing 12-month period. |
| 13   | PLUS     | Laundry and vending. |
| 14   | PLUS     | Parking - income from residential parking/garage spaces. |
### REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
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<tbody>
<tr>
<td>15</td>
<td>PLUS</td>
<td>All other income, include the following:</td>
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<td>• application fees;</td>
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<td>• cable;</td>
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<td></td>
<td></td>
<td>• club house rental;</td>
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<td>• fees charged tenants for returned checks due to insufficient funds (NSF);</td>
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<td>• forfeited security deposits;</td>
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<td>• late fees;</td>
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<td>• miscellaneous;</td>
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<td>• non-refundable fees;</td>
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<td>• pet fees;</td>
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<td>• reimbursements;</td>
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<td>• storage;</td>
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<td>• temporary tenants;</td>
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<td>• utility; and</td>
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<td></td>
<td></td>
<td>• other.</td>
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</tbody>
</table>

The following must not be included:

• corporate tax and refunds;
• delinquency;
• Financial Accounting Standards Board 13 straight-line lease income;
• gain on sale;
• insurance proceeds;
• interest income;
• interest on security deposits;
• mobile home sales;
• partnership funds received;
• sales tax collected;
• security deposits collected;
• security deposits returned;
• straight-line lease income; and
• tax reimbursement from real estate taxes.

### CALCULATION OF OPERATING EXPENSES
### REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 16    | MINUS    | Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a lease-up, rehabilitation, or other short-term positive or negative factors. Non-recurring, extraordinary expenses must not be included. You must assess:  
- past operating history;  
- the appraisers expense analysis;  
- all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and  
- the Borrowers budget (in the case of an acquisition).  
You must analyze historical operations at the Property and apply an appropriate increase over the prior years operations in determining an estimate.  
All expenses associated with STR must be underwritten in their respective expense line items. These expenses include cleaning, furnishing, and repairs. |
| 16(a) | MINUS    | Property management fee equal to the greatest of:  
- 3% of EGI;  
- actual property management fee (exclude any portion of a non-arms length property management fee that is subordinated to the Mortgage Loan); or  
- market property management fee. |
### REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>4</td>
<td></td>
<td>2.5% of EGI (rather than 3% of EGI) provided that the:</td>
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<td>• underwritten management fee is at least $300 per unit;</td>
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<td>• actual management fee is equal to or less than the underwritten management fee;</td>
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<td></td>
<td>• Mortgage Loan has an original principal amount greater than $3 million; and</td>
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<td>• market management fees support the underwritten management fee for similarly sized properties.</td>
</tr>
<tr>
<td>16(b)</td>
<td>MINUS</td>
<td>Real estate taxes based on the greatest of:</td>
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<td>• actual future tax bill(s) covering a full calendar year;</td>
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<td>• prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or</td>
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<td>• in California, the greater of</td>
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<td>- the Mortgage Loan amount, or</td>
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<td>- the assessed value,</td>
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<td>- multiplied by the millage rate plus any special assessments.</td>
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<td>You must consider any automatic tax reassessment upon acquisition in the next 12-month period.</td>
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<td>If the Property has real estate tax abatements, exemptions, or deferrals, they must:</td>
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<td>• be in effect at closing, per written documentation from the state or local tax assessor; and</td>
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<td>• survive a foreclosure on the Mortgage Loan such that Fannie Mae or a subsequent owner will retain the abatement, exemption, or deferral benefit (i.e., it is tied to the Property and not the owner).</td>
</tr>
<tr>
<td>Item</td>
<td>Function</td>
<td>Description</td>
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<tr>
<td>16 (b)</td>
<td>MINUS</td>
<td><strong>continued</strong> If the timeframe for the real estate tax abatement, exemption, or deferral is shorter than the Mortgage Loan term, you must consider</td>
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<td></td>
<td>• a Bifurcated Mortgage Loan structure (i.e., 2 notes secured by a single first Lien Security Instrument),</td>
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<td>• an amortization schedule that accommodates the elimination of the abatement, or</td>
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<td></td>
<td>• providing clear justification and support in the refinance analysis.</td>
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<tr>
<td>16(c)</td>
<td>MINUS</td>
<td>Insurance equal to:</td>
</tr>
<tr>
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<td></td>
<td>• the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or</td>
</tr>
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<td></td>
<td>• 110% of the current expense, for insurance policies with a remaining term less than 6 months.</td>
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<tr>
<td>16(d)</td>
<td>MINUS</td>
<td>Utilities, including the following:</td>
</tr>
<tr>
<td></td>
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<td>• building lights;</td>
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<td>• dumpster rental;</td>
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<td>• electricity;</td>
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<td>• fuel oil;</td>
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<td>• heat;</td>
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<td></td>
<td>• natural gas;</td>
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<tr>
<td></td>
<td></td>
<td>• non-common area electric;</td>
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<td></td>
<td></td>
<td>• parking lot electric;</td>
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<td></td>
<td></td>
<td>• parking lot lights;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• septic;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• trash removal (including contract);</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• utilities;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• vacant unit utilities; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• other.</td>
</tr>
<tr>
<td>16(e)</td>
<td>MINUS</td>
<td>Water and sewer.</td>
</tr>
<tr>
<td>Item</td>
<td>Function</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
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</tr>
</tbody>
</table>
| 16(f) | MINUS    | Repairs and maintenance, including the following:  
  - appliances;  
  - building;  
  - carpet;  
  - cleaning;  
  - common area maintenance;  
  - decorating;  
  - electrical;  
  - elevator;  
  - equipment repairs;  
  - exterminating services;  
  - floor covering replacement;  
  - HVAC;  
  - janitorial;  
  - landscaping (exterior);  
  - landscaping (interior/plants);  
  - lawn and grounds;  
  - lock/keys;  
  - maid service;  
  - make ready;  
  - mechanical;  
  - painting;  
  - parking lot;  
  - parking lot lighting repair;  
  - pest control;  
  - plumbing;  
  - pool;  
  - rubbish removal;  
  - scavenger;  
  - snow removal;  
  - supplies;  
  - supplies (cleaning);  
  - turnover;  
  - vacancy preparation;  
  - water irrigation;  
  - water treatment;  
  - window covering repair/replacement (minor); and  
  - other.
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 16(g) | MINUS   | Payroll and benefits, including the following:  
• 401k;  
• bonuses;  
• contract labor (carpet cleaning);  
• contract labor (make ready);  
• contract work;  
• custodian salary;  
• employee benefits;  
• employee expense;  
• employee insurance;  
• FICA;  
• health benefits;  
• labor plumbing;  
• manager salaries;  
• payroll and benefits;  
• payroll and processing;  
• payroll taxes;  
• salaries;  
• salaries maintenance;  
• security personnels salary;  
• subcontracted labor;  
• temporary help;  
• unemployment insurance;  
• workers compensation; and  
• other. |
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16(h)</td>
<td>MINUS</td>
<td>Advertising and marketing, including the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• apartment finder/guide;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• banners;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• brochures;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• building signage;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• finders fee;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• media commissions;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• newspaper ads;</td>
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<tr>
<td></td>
<td></td>
<td>• promotions;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• resident relations;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• signage;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• supplies (marketing);</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• tenant relations;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Yellow Pages;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• other.</td>
</tr>
<tr>
<td>16(i)</td>
<td>MINUS</td>
<td>Professional fees, including the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• accounting or tax preparation fees;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• architectural fees;</td>
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<td></td>
<td></td>
<td>• attorney fees;</td>
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<td></td>
<td></td>
<td>• bookkeeping fees;</td>
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<tr>
<td></td>
<td></td>
<td>• engineering fees;</td>
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<td></td>
<td></td>
<td>• legal fees/expense;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• professional fees;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• other.</td>
</tr>
<tr>
<td>Item</td>
<td>Function</td>
<td>Description</td>
</tr>
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</tr>
</tbody>
</table>
| 16(j) | MINUS   | General and administrative, including the following:  
  - ad valorem tax;  
  - administrative fee;  
  - alarm system;  
  - answering service;  
  - auto leasing;  
  - auto repairs;  
  - bank charges;  
  - broker commission/fees;  
  - business license;  
  - cable;  
  - cell phone/pager;  
  - commissions;  
  - computer repairs;  
  - courtesy patrol;  
  - credit check;  
  - donations;  
  - education;  
  - entertainment;  
  - equipment lease/rental;  
  - eviction expense;  
  - fire extinguisher;  
  - freight and shipping;  
  - leased equipment;  
  - leasing commissions;  
  - leasing office expense;  
  - licenses;  
  - life safety; |
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 (j)</td>
<td>MINUS</td>
<td>• mileage;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• miscellaneous general and administrative expenses;</td>
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<tr>
<td></td>
<td></td>
<td>• model apartment;</td>
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<td></td>
<td></td>
<td>• moving expense;</td>
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<tr>
<td></td>
<td></td>
<td>• office supplies;</td>
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<tr>
<td></td>
<td></td>
<td>• office unit (non-revenue unit);</td>
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<tr>
<td></td>
<td></td>
<td>• permits;</td>
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<tr>
<td></td>
<td></td>
<td>• personal property taxes;</td>
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<td></td>
<td></td>
<td>• postage;</td>
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<td>• printing;</td>
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<td>• public relations;</td>
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<td></td>
<td>• rental commissions;</td>
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<td>• rental expense;</td>
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<td></td>
<td></td>
<td>• security;</td>
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<td></td>
<td></td>
<td>• security vehicle and maintenance vehicle;</td>
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<td></td>
<td></td>
<td>• space designs and drawings;</td>
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<td></td>
<td></td>
<td>• subscription dues;</td>
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<td>• telephone;</td>
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<td>• travel;</td>
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<td></td>
<td></td>
<td>• truck repairs;</td>
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<td>• uniform service;</td>
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<td></td>
<td></td>
<td>• utility vehicle;</td>
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<td></td>
<td></td>
<td>• vehicle lease;</td>
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<tr>
<td></td>
<td></td>
<td>• vehicle repair and expense; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• other.</td>
</tr>
<tr>
<td>Item</td>
<td>Function</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
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<td>-------------</td>
</tr>
</tbody>
</table>
| 16(k) | MINUS | Other expenses, including the following:  
• ancillary expense;  
• franchise taxes and fees;  
• general building;  
• miscellaneous;  
• on-going costs associated with any Interest Rate Cap Agreement;  
• other expenses/costs; and  
• for STR,  
  - taxes, fees, etc. imposed by the governing jurisdiction, and  
  - if applicable, the difference in actual lease STR income and an equivalent market rate apartment rent (as if leased as an apartment unit).  

For example, if actual lease STR income for a unit is $1,000 and market rate residential rent for that unit is $900, then deduct $1,200 ($1,000 - $900 = $100 x 12 months) as an Other expense.  

Do not include the following:  
• amortization;  
• depreciation;  
• entity (i.e., filing, license, etc.);  
• financing fees;  
• initial or upfront costs associated with any Interest Rate Cap Agreement;  
• interest;  
• legal fees associated with securing Mortgage Loans;  
• life insurance;  
• owners draw;  
• partnership fees;  
• principal payments on any loan;  
• sales tax paid; and  
• trust account fees. |
**REQUIRED UNDERWRITTEN NCF (CONVENTIONAL LOANS)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>MINUS</td>
<td>Ground rent for any Ground Lease or any master lease. Ground Lease bonus rent and/or escalations during the term of the Mortgage Loan must be considered when calculating Underwritten NCF and analyzing refinance risk.</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>UNDERWRITTEN NOI</td>
</tr>
</tbody>
</table>
| 18   | MINUS    | Replacement Reserve expense, including  
|      |          | • a minimum annual amount of $200 per unit, or  
|      |          | • a greater amount if required in Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve.  
|      |          | Replacement Reserve expense must be included whether the escrow is funded or not. |
|      | EQUALS   | UNDERWRITTEN NCF |

**202.02 Underwritten DSCR**

☑️ **Requirements**

You must calculate Underwritten DSCR per the following table.

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Underwritten NCF per Part II, Chapter 2: Valuation and Income, Section 202.01: Underwritten Net Cash Flow (Underwritten NCF).</td>
</tr>
</tbody>
</table>
| 2    | DIVIDED BY | Annual debt service for the Mortgage Loan amount.  
|      |          | You must base debt service on a level debt service payment, including amortization, and the greater of  
|      |          | • the actual note rate, or  
|      |          | • the required Underwriting Interest Rate Floor per Form 4660. |
When calculating Underwritten DSCR for a Mortgage Loan with an interest-only period, you must use the same level debt service payment, including amortization, regardless of the length of the interest-only period.

The Underwriting Interest Rate Floor, if applicable, is the lowest interest rate you may use to determine the Mortgage Loan amount. If the Gross Note Rate is below the required Underwriting Interest Rate Floor, per Form 4660, you must use the Underwriting Interest Rate Floor to establish the permitted Mortgage Loan amount. All underwriting Tier requirements must be based on the Underwritten NCF.

### Section 203 Refinance Risk Analysis

**Requirements**

You must:

- Analyze the ability of the Borrower to refinance the Mortgage Loan.
- Calculate the following:
  - a "reversion" cap rate, which is the expected capitalization rate that could be supported based on the projected NCF for the first year following the Mortgage Loan Maturity Date (for example, using the projected NCF in year 11 for a 10-year Loan term); and
  - a Refinance Interest Rate, which is the maximum interest rate that could be supported based on the UPB required DSCR and projected NCF for the first year following the Mortgage Loan Maturity Date.

### 203.01 Base Assumptions

**Requirements**

You must derive proforma NCF for the term of the Mortgage Loan as follows:

- Year 1: Underwritten NCF.
- Income Growth Rate: 2%.
- Economic Vacancy: hold underwritten economic vacancy level for the Mortgage Loan term.
- Expense Growth Rate:
  - 3%; and
  - for real estate taxes,
    - 3% (or 2% for California acquisitions), or
    - increase Property taxes if an abatement expires or taxes are expected to rise during the loan term followed by 3% trending, or
for refinance transactions in California only, no trending is required until the year in which the actual tax bill would surpass the underwritten taxes, then trend Property taxes at 2%.

You must estimate the Mortgage Loan UPB at the Maturity Date as follows:

- **Amortization**: 30 years or the amortization for the applicable product or features.
- **DSCR**: The minimum Tier 2 DSCR for the applicable product or features, per Form 4660.
- **LTV**: The maximum Tier 2 LTV for the applicable product or features, per Form 4660.

**Guidance**

Since these base assumptions are indicative only, you may use more conservative estimates if warranted by circumstances particular to the Property.

In most cases, the combined effect of principal amortization and NCF growth should result in a refinancing at the minimum DSCR and maximum LTV for Tier 2, using a reasonable interest rate.

You should consider the following refinance parameters:

- A target reversion capitalization rate at least 2.0% greater than the initial capitalization rate used for determining Underwriting Value.
- A Refinance Interest Rate at least 2.25% greater than the current 10-year Amortizing Nationwide Underwriting Floor rate, per Form 4660.

**203.02 Alternative Assumptions**

**Guidance**

If you determine that the base assumptions do not appropriately estimate the Property’s NCF over the Mortgage Loan term, you may undertake an alternative risk analysis using assumptions that deviate from the base assumptions.

You should specifically identify and support any deviations with reliable evidence and historical and projected market trends. You should state your conclusions and discuss any mitigating factors, such as the

- strength of the Sponsor or the submarket,
- Property’s characteristics, or
Property’s operating history and performance.

Income and Expense Growth Rates: Income and expense trending should incorporate projected market rates based upon general economic, market, and submarket conditions from reliable sources. For example:

- Rents on recently signed leases should only be used for estimating income growth in years 1 and 2.
- Rent projections greater than 2% should not be used beyond year 4.
- When improvements in market economic occupancy or sustained market rental rate increases are widely anticipated, growth trends above 2% may be supported.
- Projections of income growth resulting from Property renovations or improved operations should be limited to the first 3 years.
- When a Property is subject to a scheduled reassessment or a tax abatement phase-in period, tax expense should be adjusted appropriately.
- When you expect to incur costs for tenant improvement allowances and leasing commissions, or to realize rent increases from the rollover of tenants, commercial income should be adjusted appropriately.

Economic Vacancy: Properties in submarkets that are experiencing depressed economic conditions due to temporary demand or supply issues may be modeled to reflect the economic vacancy projected by a reliable source. If you expect a decrease in vacancy to achieve stabilized levels, you should consider

- the anticipated timing, and
- effect of decreased economic vacancy on projected income growth over the same time period.

Section 204 Cash Out Analysis

Requirements

You must examine the risk of allowing cash out to the Borrower (see Form 4660 for a description of cash out transactions).

Guidance

When underwriting a cash out transaction you should consider:

- the amount of hard equity remaining in the Property;
- the length of time the Borrower has owned the Property;
the effective age and current physical condition of the Property;

any improvement in asset quality over the ownership period;

any improvement in the Property’s operations (i.e., its NCF) or value over the ownership period; and

whether an increase in the Property’s value resulted from an increase in NCF or a decrease in the capitalization rate.

Examples of factors that support cash out transactions include:

retention by the Borrower of 10% or more hard equity in the Property;

ownership of the Property for a period of time commensurate with the extent of cash out proceeds;

maintenance of the Property in good condition, or improvement of its condition, during the ownership period;

improvement in the Property’s NCF over the ownership period; and

an increase in the Property’s value over the ownership period due to an increase in NCF.

Section 205 Rent-Stabilized Properties

Guidance

For Rent-Stabilized Properties (e.g., located in New York State), you should:

underwrite Property income based on current rents;

exclude any potential rent increase for units converting to market rate from the projected NCF in the refinance risk analysis;

assess and stress the cap rate used to determine the Underwriting Value, and consider obtaining an Appraisal before Rate Lock;

for fund Sponsors or other Sponsors requiring minimum investment returns, consider whether the Sponsor’s interests are aligned with the limited rent increases allowed under the law; and

fund the Replacement Reserve to maintain the Property’s physical condition.
Chapter 3  Legal Compliance

Section 301  Zoning and Legal Non-Conforming Uses

☑ Requirements

For each Property, you must:

- Identify the current zoning or land use designation.
- Determine whether the use conforms to those designations.

If the use of the Property is a legal non-conforming use, you must:

- Determine whether Improvements can be reconstructed to a level that would support a Tier 2 DSCR in case of full or partial casualty.
- Analyze the impact on the Mortgage Loan if the Borrower is not allowed to rebuild.

➡ Guidance

To assess the Borrower’s ability to rebuild Improvements on a non-conforming Property to a level that would support a Tier 2 DSCR, you should consider:

- the continued marketability and economic viability of the Property;
- the percentage of damage that could occur before the Property would be forced to comply with current zoning requirements, and how to apply that percentage to the Property’s market value, assessed value, replacement cost, and unit count;
- for Properties with multiple buildings, whether a Tier 2 DSCR would be supported by a single building or the complex as a whole; and
- the amount and type of insurance coverage maintained by the Borrower.

Section 302  Easements

☑ Requirements

You must evaluate:

- the impact of all easements (public and private), including their effect on the Property’s value and marketability; and
- the impact on life safety issues, environmental risks, and acceptability in the market area for certain types of easements, such as for
  - transcontinental pipelines,
- high power electric transmission lines, or
- drainage channels.

**Guidance**

Easements for normal utilities are generally acceptable, including those that provide natural gas, water, sewer, electricity, or telephone service to the Property.

Easements that serve other properties will generally be acceptable if they
- do not interfere with Improvements on the Property,
- are limited to residential and reasonable commercial use, and
- are covered by appropriate insurance.

### Section 303

**Liens and Encumbrances**

<table>
<thead>
<tr>
<th>303.01</th>
<th>Generally</th>
</tr>
</thead>
</table>

**Requirements**

You must ensure that the Property is free of all Liens and rights of others, except for
- Permitted Encumbrances, and
- cable and laundry leases per Part II, Chapter 1: Attributes and Characteristics, Section 107: Commercial Leases.

You must analyze any restrictions on Improvements or the use of the Property, in order to
- determine whether the restrictions are acceptable, and
- make recommendations for addressing the restrictions.

Examples of restrictions that must be analyzed include restrictive covenants and any restrictions that have been offered, or accepted, in order to obtain a zoning approval or building permit.

**Guidance**

When determining whether a restriction is acceptable, you should consider whether a restriction could negatively impact the Property’s
- value,
use,
security,
marketability, or
ability to generate NCF sufficient to pay debt service.

☑️ Requirements

You must analyze the impact of any restriction on the conversion of a Property to a condominium or similar development.

➡️ Guidance

A restrictive covenant on condominium conversions will generally not have a negative impact if all of the following apply:

- The conversion restriction is for a period of 10 years or less.
- Any repurchase option or right of reversion in favor of a benefitted party:
  - is unconditionally subordinated to the Lien of the Security Instrument and to the Mortgage Loan;
  - includes an unconditional “standstill” provision prohibiting the exercise of such option or right while the Mortgage Loan is outstanding; and
  - automatically ends if a Foreclosure Event occurs.
- The covenant provides that no mortgagee, trustee, or beneficiary under any mortgage or deed of trust will be liable for any act, omission, or indemnification obligation of the Borrower or any prior or subsequent owner of the Property.
- The covenant does not require any mortgagee, trustee, or beneficiary under a mortgage or deed of trust to execute an assumption of similar agreement if a Foreclosure Event occurs.

303.02  Property Previously Secured Bond Financing

☑️ Requirements
If the Property...

<table>
<thead>
<tr>
<th>Previously secured taxable or tax-exempt bonds</th>
<th>You must...</th>
</tr>
</thead>
<tbody>
<tr>
<td>• determine if the Property is subject to any requirements, restrictions or other features that survived repayment, and • analyze whether the surviving features will have a material adverse impact on you, Fannie Mae, or the Mortgage Loan.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Currently secures taxable or tax-exempt bonds that are being retired with proceeds of the Mortgage Loan</th>
<th>You must...</th>
</tr>
</thead>
<tbody>
<tr>
<td>• review the bond documents, and • analyze the impact of any surviving features of the financing.</td>
<td></td>
</tr>
</tbody>
</table>

**Guidance**

A Property that secures, or has secured, bonds may be subject to certain requirements, restrictions, or other features that survive repayment of the bonds such as:

- rent, income, transfer, or other restrictions;
- master lease requirements that support such restrictions; and
- indemnification or other requirements that could
  - burden a future owner,
  - depress the value or marketability of the Property, or
  - prevent or inhibit foreclosure of a lien securing new financing.

**Operating Procedures**

For any bonds being retired with the proceeds of a Mortgage Loan, you must prepare a written summary of the bond documents that:

- explains why any surviving features of the financing will not have a materially adverse effect on the Mortgage Loan, the Property, you, or Fannie Mae;
- gives an overview of the redemption process for retiring the bonds; and
- is uploaded into DUS Gateway prior to Commitment.

**Section 304**

Title Insurance
Requirements

You must ensure that every Mortgage Loan is covered by an ALTA title policy or comparable title policy approved for use in the applicable jurisdiction.

The title policy must:

- be issued by a title company that is authorized to issue title policies where the Property is located;
- be in the original amount of the Mortgage Loan, including all advances held in escrow or reserves;
- be no less than the amount of the Mortgage Loan allocated to each Property, if the Mortgage Loan is secured by multiple properties;
- insure for the benefit of Fannie Mae;
- insure the first priority Lien of the Mortgage Loan, subject only to the Permitted Encumbrances, unless it is a Supplemental Mortgage Loan;
- be in full force and effect with
  - all premiums paid,
  - no claims made by you or another lender, and
  - no claims paid;
- insure that
  - the legal description of the insured property is identical to the legal description of the property shown on and required survey, and
  - if the Property consists of multiple parcels, they are contiguous;
- contain:
  - a Comprehensive Endorsement (ALTA Form 9 or equivalent);
  - an Environmental Protection Lien Endorsement (ALTA Form 8 or equivalent) that only takes exception for a statute that could give an environmental protection Lien priority over the Mortgage Loan;
  - a Mortgage Tax Endorsement (ALTA Form 38.06 or equivalent) if the Mortgage Loan is secured by an amended and restated Security Instrument, such as a New York Consolidation, Extension, and Modification Agreement (Form 6025.NY.CEMA), or a Florida Consolidated, Amended, and Restated Mortgage (Form 6025.FL.AR); and
  - appropriate Endorsements such as:
    - Condominium;
    - PUD;
— Variable Rate;
— Leasehold Mortgage;
— Location;
— Unlocated Easements; and/or
— Contiguity-Multiple Parcel;

- delete the standard survey exception;
- include a note on Schedule B, Part II listing you as the secured party and Fannie Mae as the assignee, for any financing statement filed in the recording office;
- not list any financing statement as an exception on Schedule B, Part I; and
- insure that any taxes, assessments, or other lienable items are not yet due and payable.

### 304.01 Title Insurance Company

#### Guidance

The title company should have a satisfactory rating and adequate reserves.

### 304.02 Policy Form

#### Guidance

If the policy form meets all requirements of this Section, Fannie Mae will accept the standard 2006 or the 1992 ALTA forms of title insurance policies.

In those states where ALTA forms of coverage are not approved by the state insurance board or commission, you should get the closest equivalent alternative coverage.

### 304.03 Electronic Policies

#### Guidance

You may use electronically issued title policies if the coverage is enforceable against the insurer.

### 304.04 Insured

#### Guidance
The title policy should
- name you as the insured, and
- insure Fannie Mae when the Mortgage Loan is delivered (either by reference to your “successors and assigns, as their interests may appear” or by direct reference to Fannie Mae).

**304.05 Effective Date**

**Guidance**

The effective date of the title policy should not be earlier than when the:
- Security Instrument is recorded, if a 1992 ALTA policy form is issued; or
- Mortgage Loan was funded, if a 2006 ALTA policy form is issued.

**304.06 Survey Exception**

**Guidance**

If the title policy includes exceptions to matters shown on a recorded map or plat, the exceptions should be specifically described.

**304.07 Exception for Taxes, Assessments, or Other Lienable Items**

**Guidance**

If any taxes could become delinquent within 60 days after closing, you should require payment at closing.

**304.08 Financing Statements**

**Guidance**

Any financing statement not filed in the recording office (such as a Uniform Commercial Code filing) may be shown as an informational note on Schedule B, Part II.

**304.09 Endorsements**

**304.09A Generally**

**Guidance**

You should get an appropriate ALTA form of endorsement that is
incorporated into the “base” title policy. In jurisdictions where an ALTA form is not available, you may include in Schedule B an equivalent form of endorsement or affirmative coverage.

304.09B Environmental Protection Lien Endorsement

 Guidance

 Super Lien statutes that may be included in the ALTA Form 8.1 endorsement are listed in the Acceptable Super Lien Statutes (Form 6506).

304.09C Comprehensive Endorsement

 Guidance

 You should consider whether an adverse circumstance affecting the Property would be an acceptable exception on Schedule B, Part I. Examples include:

- encroachments onto the Property,
- easements or rights of way over the Property,
- encroachments by the Improvements onto adjoining land, and
- violations of existing covenants, conditions, and restrictions.

304.10 Document Retention

 Guidance

 You should keep copies of any restrictions shown as exceptions in the title policy (such as easements and encumbrances) in your Servicing File.

Section 305 Survey

305.01 Decision to Obtain a Survey

 Requirements

 You must decide whether to get an as-built survey and comply with:

- Part II, Chapter 3: Legal Compliance, Section 305.02: Survey, if you require a survey; or
- Part II, Chapter 3: Legal Compliance, Section 305.03: Decision Not to Obtain a Survey, if you do not require a survey.
If you require an as-built survey, it must:

- meet the requirements of an ALTA/NSPS Land Title Survey (made per the 2016 Minimum Standard Detail Requirements), including the required certification; and
- allow the title company to delete the standard survey exception from the title policy.

An acceptable as-built survey:

- should include these items from Table A to all the ALTA/NSPS Minimum Standard Detail Requirements: 1, 2, 3, 4, 6(a) and (b), 7(a), 8, 9, 10(a), 13, 16, and 19;
- may omit the following from Table A:
  - item 1 for a Property with a lot and block legal description; and/or
  - item 10(a), if there are no party walls; and
- should be dated within 360 days before recording the Security Instrument.

If an existing survey dated more than 360 days before the effective date of the title insurance policy is used, it must satisfy all Title Insurance Company requirements for the deletion of the standard survey exception.

The Title Insurance Company may require a “no new improvements” affidavit from the Borrower certifying that no changes have been made to the Property since the date of the survey. An existing survey dated within 360 days before the effective date of the title insurance policy, but not prepared in connection with the origination of the Mortgage Loan, may be recertified to you, the Title Insurance Company, and Fannie Mae for the Mortgage Loan. You should consider whether an adverse circumstance found by a survey would be acceptable. Examples include:

- encroachments over boundary lines, setback lines, or easements; and
- the absence of necessary appurtenant easements, such as a storm or
sanitary sewer easement.

### 305.03 Decision Not to Obtain a Survey

**Requirements**

If you do not require an as-built survey:

- either you or the appraiser must conduct a visual inspection of the Property;
- any visible site condition (such as an easement, right-of-way, or encroachment) must be disclosed and insured under the title policy; and
- the title company must delete the standard survey exception from the title policy.

### 305.04 Location of Improvements

**Requirements**

Whether or not you decide to get an as-built survey, Part II, Chapter 5: Property and Liability Insurance, Section 501.03: Catastrophic Risk Insurance requires you to determine if any Improvements are located in an SFHA Zone A or Zone V.

### Section 306 Security Interests in Personal Property

#### 306.01 Uniform Commercial Code (UCC) Financing Statements

**Requirements**

You must:

- Ensure that the Security Instrument creates a Lien on all Personal Property.
- Ensure that the Lien is a perfected first priority Lien.
- Assign each UCC security interest to Fannie Mae.

#### 306.02 Creating and Perfecting the Security Interest

**Guidance**

Article 9 of the UCC covers the perfection of a security interest in Personal Property.
The following table describes how to create and perfect a security interest.

<table>
<thead>
<tr>
<th>To…</th>
<th>Do the following…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish whether the Borrower or a third party owns the Personal Property</td>
<td>Confirm that the Borrower has provided a representation of ownership in the Underwriting Certificate (Borrower) (Form 6460).</td>
</tr>
<tr>
<td>Verify that no other party has a Lien on the Personal Property</td>
<td>Conduct searches for UCC financing statements, tax Liens, and judgments on all relevant parties to the transaction.</td>
</tr>
<tr>
<td>Obtain a perfected first security interest in the Personal Property</td>
<td>• Obtain a security agreement from each third party that owns Personal Property.</td>
</tr>
<tr>
<td></td>
<td>• Verify that the Security Instrument and each third party security agreement contains a granting clause creating a security interest in all Personal Property.</td>
</tr>
<tr>
<td></td>
<td>• File a UCC-1 financing statement in the appropriate filing and recording office(s), with a description that matches the security interest granted in the Security Instrument.</td>
</tr>
<tr>
<td>Assign the security interest from you to Fannie Mae</td>
<td>File an appropriate assignment (e.g., UCC-1Ad; UCC-3) in the same office(s) where the UCC-1 is filed or recorded.</td>
</tr>
</tbody>
</table>
Chapter 4  Inspections and Reserves

Section 401  Site Inspection

Requirements

Before the Commitment Date, you must ensure:

- a physical inspection of the Property is performed; and
- the MBA Master Inspection Form is completed.

Section 402  Property Condition Assessment (PCA)

402.01  When to Perform a PCA

Requirements

Before the Commitment Date, you must complete a PCA for each Property unless it is a Supplemental Mortgage Loan that complies with Part III, Chapter 14: Supplemental Mortgage Loans, Section 1402.05: Streamlined Underwriting.

402.02  Date of PCA Report and PCA Site Visit

Requirements

A PCA Report (Form 4099) containing an HPB Module (or any standalone HPB Report) must be dated as of the date of the site visit by the PCA Consultant, and must be less than 6 months before the Commitment Date.

A PCA report that does not include an HPB Module may be dated up to 12 months before the Commitment Date if you:

- ensure a site visit is performed within 90 days before the Commitment Date; and
- confirm that there has been no material adverse change to the physical condition of the Property since the date of the PCA report.

402.03  Conducting the PCA

Requirements

When conducting the PCA, you must:

- comply with Form 4099, and order all applicable PCA modules;
identify all conditions that impact resident safety, marketability, or value of the Property; and

properly mitigate those conditions.

If you retain a PCA Consultant that does not meet the educational qualifications or professional certifications, registrations, or training required by Form 4099, you must:

- determine that the PCA Consultant is qualified based on their alternative qualifications; and
- attach your description of the PCA Consultant’s qualifications to the final PCA.

You must have an annual quality control program to review

- the quality of the PCAs performed by your PCA Consultant, and
- your compliance with the requirements in this Section and the Form 4099.

Section 403  Completion/Repairs

403.01  Property Evaluation

Requirements

You must determine whether the Borrower will need to fund the Completion/Repair Escrow by evaluating

- the physical condition of the Property,
- the financial condition of the Borrower, and
- all necessary life safety Completion/Repairs.

You must include the estimated expense of all Completion/Repairs with the cost of all other Rehabilitation Work to determine whether you need to follow the requirements of Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans for a Moderate Rehabilitation Property.

Guidance

The Completion/Repair Agreement should include:

- property needs identified as Immediate Repairs in the PCA, including:
  - life safety repairs;
  - critical repairs;
• deferred maintenance; and
• short-term replacement of capital items; and

any capital improvements not recommended by the PCA Consultant that
• the Borrower will make after the Mortgage Loan Origination Date, and
• you want the appraiser to include in its opinion of the market value of
  the Property on an “as completed” basis.

You should ensure that the Borrower completes the repairs and
improvements identified on the Completion/Repair Agreement as outlined
below.

<table>
<thead>
<tr>
<th>Type of item…</th>
<th>Complete as follows…</th>
</tr>
</thead>
<tbody>
<tr>
<td>For items identified as life safety repairs in the PCA</td>
<td>Comply with Part II, Chapter 4: Inspections and Reserves, Section 403.03: Life Safety Issues.</td>
</tr>
<tr>
<td>For items identified as critical repairs in the PCA</td>
<td>Within 6 months after the Mortgage Loan Origination Date, or sooner if recommended by the PCA Consultant.</td>
</tr>
<tr>
<td>For items identified as deferred maintenance or items of note in the PCA</td>
<td>Within 12 months after the Mortgage Loan Origination Date, or sooner if recommended by the PCA Consultant.</td>
</tr>
<tr>
<td>For items identified as short term replacement of capital items in the PCA</td>
<td>By the specific date recommended by the PCA Consultant, but may be longer than 12 months after the Mortgage Loan Origination Date.</td>
</tr>
<tr>
<td>For capital improvements that are • to be made by the Borrower in addition to those included on the PCA, and • are included in the Appraisal opinion of the market value of the Property on an as completed basis</td>
<td>Comply with Part II, Chapter 2: Valuation and Income, Section 201.02C: Appraised Value.</td>
</tr>
<tr>
<td>Type of item...</td>
<td>Complete as follows...</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>For items identified as a Completion/Repair by the PCA when the estimated expense requires you to comply with Part III, Chapter 3 for a Moderate Rehabilitation Property</td>
<td>Comply with Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans.</td>
</tr>
<tr>
<td>For all other Rehabilitation Work that was not identified as a Completion/Repair by the PCA</td>
<td>Comply with Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans.</td>
</tr>
</tbody>
</table>

### 403.02 Completion/Repairs Funding

**Requirements**

When full or partial funding of the Completion/Repair Escrow is required, you must use a Completion/Repair Agreement.

**Guidance**

The amount funded into the Completion/Repair Escrow on the Mortgage Loan Origination Date should be at least 125% of the estimated cost of the required Completion/Repairs.

You may choose not to fund the Completion/Repair Escrow entirely if you determine the Borrower has the financial capacity to fully address all Completion/Repairs in the PCA.

**Requirements**

If you choose not to fund the Completion/Repair Escrow entirely, you must obtain written assurances from the Borrower in the Multifamily Loan Agreement that all necessary Completion/Repairs will be completed within a stated period of time following the Mortgage Loan Origination Date.

### 403.03 Life Safety Issues

**Requirements**

You must ensure that all life safety repairs and remediation work for code violations are included in the Completion/Repair Agreement.

All life safety repairs must be completed
- for an acquisition, within 60 days after the Mortgage Loan Origination Date, or
in all other cases, before delivering the Mortgage Loan to Fannie Mae.

 Guidance

You should consider requiring an escrow deposit (for at least 125% of estimated costs) to cover these required Completion/Repairs.

### 403.04 Verifying Completion/Repairs

**Requirements**

You must verify that the Borrower has made all required Completion/Repairs whether the Completion/Repair Escrow was funded or not, and during your Property inspections before the required completion date.

### Section 404 Replacement Reserve

#### 404.01 Determining Replacement Reserve

**Requirements**

You must ensure that the Borrower has sufficient reserves to cover anticipated capital replacement and major maintenance costs. The total amount in the Replacement Reserve should equal or exceed the anticipated costs (adjusted for inflation) of all necessary capital item replacements and major maintenance needs and repairs for the period from the Mortgage Loan Origination Date to whichever is sooner:

- 2 years after the Maturity Date of the Mortgage Loan; or
- 12 years after the Mortgage Loan Origination Date.

In order to determine the minimum amount of the Replacement Reserve, you must:

- Obtain a PCA (Form 4099).
- Complete the schedule of items to be included in the Replacement Reserve Schedule
  - using the cost estimates in the PCA, and
  - taking into account any items not already included in the Completion/Repair Agreement.
404.02 Replacement Reserve Funding

☑️ Requirements

You must ensure that the costs of all items included in the Replacement Reserve Schedule have been fully funded for:

- any Tier 2 Mortgage Loan, and
- any Mortgage Loan, regardless of Tier, that requires Completion/Repairs costing more than:
  - 4% of the Property’s Underwriting Value for refinance transactions, or
  - 6% of the Property’s Underwriting Value for acquisition transactions.

If you choose to modify the Loan Documents to not fund a Replacement Reserve for a Tier 3 or Tier 4 Mortgage Loan, you must use the appropriate Replacement Reserve Schedule.

➡️ Guidance

You may choose not to fund a Replacement Reserve for any Tier 3 or Tier 4 Mortgage Loan if:

- the required Completion/Repairs do not exceed the levels specified in this Section, and
- you determine that the Borrower has the financial capacity to fully address future capital expenditures as outlined in the PCA.

404.03 Alternative Replacement Reserve Funding

➡️ Guidance

Instead of full funding, you may choose this alternative method for funding the Replacement Reserve.

☑️ Requirements

If you choose this alternative funding, you must have the Borrower deposit the following amounts on the Mortgage Loan Origination Date:

- Monthly deposits for at least 2 years.
- For any significant capital item replacement or major maintenance need that you deem appropriate, an amount sufficient to cover anticipated costs for the period from the Mortgage Loan Origination Date to whichever is sooner:
You must hold these amounts in the Replacement Reserve for the entire term of the Mortgage Loan, and may not make them available for refund to the Borrower until the Mortgage Loan has been paid in full.

### Section 405  
**Escrow Requirements for Taxes and Insurance**

<table>
<thead>
<tr>
<th>405.01 Escrows</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requirements</strong></td>
</tr>
<tr>
<td>You must require any Tier 2 Mortgage Loan Borrower to make monthly escrow deposits for real estate taxes and insurance premiums.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>405.02 Real Estate Tax Escrow Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Guidance</strong></td>
</tr>
<tr>
<td>You may choose not to fund monthly escrow deposits for real estate taxes for a Tier 3 or Tier 4 Mortgage Loan.</td>
</tr>
<tr>
<td><strong>Requirements</strong></td>
</tr>
<tr>
<td>If you choose not to fund monthly deposits for real estate taxes then you must ensure all taxes are paid timely.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>405.03 Insurance Escrow Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Guidance</strong></td>
</tr>
<tr>
<td>You may choose not to fund monthly escrow deposits for insurance premiums for a Tier 3 or Tier 4 Mortgage Loan.</td>
</tr>
<tr>
<td><strong>Requirements</strong></td>
</tr>
<tr>
<td>If you choose not to fund monthly deposits for insurance premiums, you must require the Borrower to provide annual proof of payment of all insurance premiums.</td>
</tr>
</tbody>
</table>
Chapter 5  Property and Liability Insurance

Section 501  Property and Liability Insurance

501.01  General Insurance – Applies to All Policies

501.01A  Generally

 Guidance

When terms or acronyms for insurance forms and policies are capitalized in this Chapter, they refer to Insurance Services Office (ISO) forms and policies or their equivalent. Other capitalized terms and acronyms have standard insurance industry meanings.

 Requirements

Each Property must be covered by compliant property insurance and liability insurance for the term of the Mortgage Loan. If the Borrower fails to maintain any required insurance on a Property, you must obtain the required coverage.

All insurance policies must:

- list the Borrower as a named insured;
- be written on a per occurrence basis, except for earthquake insurance and professional liability Insurance, which may be written on a per occurrence or claims-made basis;
- include a provision requiring the carrier to notify each Mortgagee and/or Additional Insured in writing at least 10 days before policy cancellation for non-payment of premium and 30 days before cancellation for any other reason, unless the Loan Documents expressly require the Borrower to notify the Lender promptly of any notice of cancellation it receives;
- except for professional liability insurance, name Fannie Mae as Additional Insured on all liability insurance and excess/umbrella insurance; and
- contain a mortgagee clause and loss payable clause for the benefit of Fannie Mae, its successors, and assigns.

All property insurance policies must use Replacement Cost valuation, however, coverage for roofs may use Actual Cash Value or Replacement Cost valuation.

 Guidance

All requirements apply to the review you perform before closing as well as to the Servicer’s annual compliance review.
You are expected to obtain the advance cancellation notice for the benefit of each Mortgagee and Additional Insured from the insurance carriers whenever possible. When that is not possible, you should ensure that the final Loan Documents have not been modified in any manner that limits

- the Borrower’s obligation to provide prompt notice to the Lender of any notice of cancellation it receives from an insurance carrier, or
- any recourse liability of the Borrower or any Guarantor as a result of any failure to maintain all insurance coverages required by the Loan Documents.

Below is an acceptable mortgagee clause.

Fannie Mae, its successors and/or assigns, as their interest may appear
c/o [Lender Name]
Lender's Street Address or PO Box
Lender's City, State and Zip Code

Operating Procedures

If you are not able to obtain the advance cancellation notice from any insurance carrier, you must retain evidence of your attempts to obtain such notice provisions in your Servicing File.

501.01B Blanket and Other Policies Covering Multiple Properties

Requirements

The coverage provided by a blanket policy must be as good as, or better than, a single property insurance policy. The Property must be listed and identified in the policy or associated schedules.

Guidance

A blanket policy includes

- blanket policies,
- blanket programs,
- first loss limit policies,
- first loss policies,
- layered programs,
- master policies,
- master programs,
- property programs,
pooled insurance,
pooled programs,
shared limit policies, and
similar programs insuring multiple locations under the same insurance policy.

Blanket policies are acceptable as long as
all other requirements are met, and
the Terms and Conditions endorsement does not reduce, limit, or exclude any required coverage.

When evaluating a blanket policy or multiple property policies, you should consider the following:

- Are the required coverages adequate for the subject property or properties?
- If the blanket policy limits are less than 100% of the total insurable value of the covered properties, is the shortfall warranted by high policy limits and geographic dispersion?
- If the blanket policy covers high catastrophic exposure in a geographically concentrated area, is the limit adequate for the exposure, or should the Borrower obtain additional coverage?

Programs insuring properties that are not under common ownership with the Borrower or a Key Principal, Principal, or Affiliate of the Borrower, or managed by the same property management company may provide evidence of insurance that appears to be a standard layered program. You should look for red flags signaling that a program may not be a standard layered program, such as:

- a significant savings in premium when a Borrower adds the Property to an existing policy; or
- a large, rounded coverage limit for property insurance.

You may confirm common ownership through an insurance broker or agent. If the covered properties are not related by ownership or under the same property management, you are expected to evaluate the insurance administrator, considering factors such as the acceptability of its business practices, possible payment of claim by the administrator, years in business, etc. This evaluation is in addition to the other analysis expected for blanket policies.
You must document your analysis of any blanket policy in your Servicing File.

501.01C  Insurance Carrier Rating

☑ Requirements

All property and liability insurance carriers for new policies must have:

- an A.M. Best Company general policyholder's rating of A– or better; and
- a financial performance index rating of VI or better.

For any existing insurance policy (at origination or thereafter), the carrier must have an A.M. Best rating of B++ or better, and must comply with the rating requirement for new policies at renewal.

This rating requirement does not apply to the following coverages:

- state wind pools or state funds, if they are the only coverages that can be obtained for a Property; or
- flood insurance issued by the National Flood Insurance Program (NFIP) or written by companies approved under the NFIP’s Write Your Own program.

If a carrier of an existing policy is downgraded below B++, you must, as provided by the Loan Documents, require the Borrower to immediately obtain replacement coverage with a compliant carrier, even if the policy has not yet expired.

➡️ Guidance

A new policy is one that is not already in force, and is most common for an acquisition. An existing policy is most common for a refinance or when the Property is added to a policy that the Borrower already has in force.

➡️ Operating Procedures

If a carrier providing an existing insurance policy has a rating below A-, you must retain evidence of the insurance carrier’s rating in your Servicing File until the policy is renewed. You must also monitor it on a quarterly basis to confirm that the rating is not downgraded below B++.

501.01D  Term

➡️ Guidance

Policies should have a term of at least 12 months. For new Mortgage Loans,
a Property may be added mid-term to an existing 12-month policy.

You may accept a policy term of less than 12 months if:

- when it expires, the policy will be renewed for at least 12 months; and
- the shorter-term is not because of non-renewal or cancellation by the carrier.

### 501.01E Payment of Premium

#### Requirements

Premiums for all required insurance policies must either be:

- paid in full annually; or
- payable in installments, for which you have receipts confirming timely payment.

Premium financing is permitted if the financing agreement has no negative impact on you, Fannie Mae, or the Mortgage Loan collateral, and does not include any conditions that could prevent you or Fannie Mae from receiving the insurance proceeds. If the Borrower finances premiums, you must review a copy of the financing agreement and confirm that timely payment of each premium has been made.

#### Guidance

You should attempt to reinstate the annual payment of premiums at renewal of any policy.

Any financing agreement should include a requirement that you receive a notice of cancellation for any nonpayment of premium.

#### Operating Procedures

For Mortgage Loans where no insurance escrows are being collected, you must obtain evidence annually that all policies have been paid in full.

If the Borrower finances premiums, you must retain a copy of the financing agreement in your Servicing File. You must also keep receipts confirming timely payments.

### 501.01F Evidence of Insurance

#### Requirements

You must have temporary or permanent evidence of insurance at the closing of the Mortgage Loan and by each renewal date.
You must have permanent evidence of insurance within 90 days of delivering the Mortgage Loan to Fannie Mae and each renewal date.

**Guidance**

For temporary evidence of insurance, the following forms are acceptable:

- ACORD 28 – Evidence of Commercial Property Insurance (most recent version or, if applicable, the state-approved form), combined with ACORD 25 – Certificate of Liability Insurance;
- ACORD 75 – Insurance Binder;
- MBA Evidence of Insurance – Commercial Property Form; and
- if an ACORD certificate is not available, a joint letter from the Borrower and its licensed insurance broker/agent certifying that all coverages, terms, and conditions meet the requirements.

For permanent evidence of insurance, the following forms are acceptable:

- An original or duplicate copy of the insurance policy.
- For Properties securing Mortgage Loans with a UPB of $10 million or less, the MBA Evidence of Insurance – Commercial Property Form.
- For Properties securing a Mortgage Loan with a UPB in excess of $10 million, or for blanket policies with multiple layers, duplicate copies of the primary insurance policies, which should:
  - include a letter (signed and dated on company letterhead) from an individual authorized to execute evidence of insurance on behalf of the insurance carriers issuing each policy; and
  - state that all policies follow the same terms, conditions, and exclusions as the primary policy, with any differences specified.
- For NFIP flood insurance, the Policy Declaration page.

The following are not acceptable forms of permanent evidence:

- insurance policy declarations pages (except for an NFIP policy);
- single policy endorsement;
- insurance binders; and
- certificates of insurance.

If an MBA Evidence of Insurance - Commercial Property Form is used, it should:

- be the most recent version or, if applicable, the state-approved form;
- be completed in its entirety;
have an original signature of an individual authorized to execute the Evidence of Insurance on behalf of the insurance carriers issuing each policy; and

- in states where the form is filed and approved, be on the appropriate state form.

Some insurance carriers use boilerplate policies that do not change from year to year. In such cases, you should keep a specimen kit or library of such policies and endorsements and may place only the renewal Declarations Page in your Servicing File as permanent evidence along with a list of endorsements.

**Operating Procedures**

Permanent evidence must be retained in your Servicing File. Policies must be collected annually.

### 501.01G Insurance Compliance and Data

**Operating Procedures**

You must complete an annual insurance compliance checklist, including the following information for all insurance coverages, and place it in your Servicing File:

- name of carrier, all insured parties, and the Borrower;
- coverage amount;
- deductible amount(s);
- policy term;
- description of property insured; and
- coinsurance percentage, if applicable.

### 501.01H Post Closing Insurance Exceptions

**Requirements**

You must determine compliance with this Section on an annual basis. Any request for an exception to the insurance requirements after origination and delivery of the Mortgage Loan must be submitted on the Multifamily Exception Review Form – Insurance (Form 4638) through the MAMP. All supporting documentation must be included with the submission.

**Guidance**
Insurance exceptions granted by Fannie Mae are for the entire term of the Mortgage Loan, unless otherwise specified in the approval.

**501.02 Property Insurance**

**501.02A Minimum Coverage Amounts**

**Requirements**

Each Property must have property insurance throughout the term of the Mortgage Loan. Coverage must be written on a Special Causes of Loss Form.

The coverage amount must be at least

- 100% of estimated insurable value for single-building Properties, and
- 90% of estimated insurable value for multiple-building Properties.

Coinsurance cannot exceed 90%.

The maximum deductible amount is based on the total insurable values of the Property insurance policy.

<table>
<thead>
<tr>
<th>If the insurable value is...</th>
<th>The maximum deductible amount per occurrence is...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $5 million</td>
<td>$15,000</td>
</tr>
<tr>
<td>Equal to or greater than $5 million, but less than $50 million</td>
<td>$25,000</td>
</tr>
<tr>
<td>Equal to or greater than $50 million, but less than $100 million</td>
<td>$100,000</td>
</tr>
<tr>
<td>Equal to or greater than $100 million</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

These deductible amounts apply to all insurance coverages required by Part II, Chapter 5: Property and Liability Insurance, Section 501.03: Catastrophic Risk Insurance and Part II, Chapter 5: Property and Liability Insurance, Section 501.04: Liability Insurance, unless a different amount is specified.

**Guidance**

100% coinsurance with the Agreed Value endorsement is acceptable. Renewal of the Agreed Value endorsement is not automatic.
Business Income (including Rental Value) Insurance

Requirements

Each Property must have business income insurance (including rental value insurance), covering all perils, including windstorm, flood, earthquake, and terrorism.

Coverage must be based on either

- Actual Loss Sustained for 12 months, or
- Effective Gross Income for the most recent annual reporting period.

The maximum deductible for business income insurance cannot exceed the greater of the maximum deductible for the property insurance policy or a waiting period of up to 72 hours.

Coverage for a Mortgage Loan with a UPB of $25 million or more must include a 90-day Extended Period of Indemnity option.

Guidance

If a type of coverage is required but is excluded by the property insurance policy (e.g., ordinance or law), and the Borrower purchases the coverage separately, or adds it to the property insurance policy, you should confirm that business income insurance is also provided for the covered peril in order to satisfy the requirement.

Ordinance or Law Insurance

Requirements

Each Property that is non-conforming under any current land use law or was constructed 25 years or more before closing must have ordinance or law insurance. In this case, the Property must have:

- Coverage A: Loss of Undamaged Portion, in an amount equal to
  - 100% of the insurable value of the Property, less the damage threshold specified by the local building ordinance, or
  - 50% of the insurable value, if the local ordinance does not specify a threshold;
- Coverage B: Demolition/Debris Removal Cost, in a minimum amount of 10% of the insurable value of the Property; and
- Coverage C: Increased Cost of Construction, in a minimum amount of 10% of the insurable value of the Property.
Guidance

A Property is non-conforming if it cannot be rebuilt as is under current law. Examples of land use laws include building, zoning, energy management, green, and similar ordinances.

Rebuilding as is refers to the ability to build the same square footage within the same building footprint without increasing the non-conformity, as defined by the local ordinance. You should determine the feasibility of rebuilding within any time frame required by the ordinance.

Ordinance and law insurance is needed for an older Property, even if it is legally conforming under current zoning law, because the cost of construction will likely be significantly higher due to changes in building codes and construction requirements.

For example:

- When a Property has an insurable value of $10 million and the damage threshold of the local building ordinance is 75%, $2.5 million is the amount of coverage required for Coverage A. If A, B, and C are combined, then the required amount is $2.5 million plus $2 million, or $4.5 million total.
- When Coverages A, B, and C are combined, the minimum limit is the Coverage A amount plus 20% of the insurable value of the Property.
- When Coverages B and C are combined, the minimum limit is 20% of the insurable value of the Property.

Properties that closed before February 3, 2014 are not required to have ordinance or law coverage if they are Legal Conforming and have a build date of 25 years or more before closing.

**501.02D**  Boiler and Machinery / Equipment / Mechanical Breakdown Insurance

- **Requirements**

Each Property located in a state that regulates centralized HVAC boiler, water heater, or other high-pressure vessels must have boiler and machinery insurance if it has such equipment.

The coverage amount must be at least 100% of the insurable value of each building that houses the equipment.

**501.02E**  Builder’s Risk Insurance

- **Requirements**

If property insurance coverage is excluded during construction or significant renovation or restoration, the Property must have builder’s risk insurance.
during such activity.
The coverage amount must be at least 100% of the completed value, on a non-reporting basis.

**501.02F**  
Fidelity Bond / Crime Insurance

☑ **Requirements**

Each Property owned by a Cooperative Organization must have fidelity bond/crime insurance in an amount covering scheduled Cooperative Maintenance Fees for at least 3 months.
The deductible for fidelity bond/crime insurance may not exceed $25,000.

**501.02G**  
Regional Perils Insurance

☑ **Requirements**

If a Property is in an area prone to geological phenomena, the property insurance coverage must include those phenomena.
The coverage amount must be 100% of the insurable value.

➡ **Guidance**

Examples of geological phenomena include sinkhole, mine subsidence, volcanic eruption, and avalanche.

**501.03**  
Catastrophic Risk Insurance

**501.03A**  
Generally

☑ **Requirements**

If a Property is in an area prone to Catastrophic Events, it must have the coverages required by this Section 501.03.

**501.03B**  
Windstorm Insurance

☑ **Requirements**

The Property must have separate windstorm insurance if the Special Causes of Loss Form excludes any type of wind-related Catastrophic Event.
The coverage amount must be at least 100% of the insurable value. This valuation may not rely solely on Probable Maximum Loss (PML) calculations.
The deductible amount may not exceed the greater of
10% of the insurable value,

the applicable maximum amount in Part II, Chapter 5: Property and Liability Insurance, Section 501.02A: Minimum Coverage Amounts, or

for the business income insurance (including rental value insurance), 15 days of income or equivalent.

**Guidance**

A state insurance plan, state-managed windstorm, or beach erosion insurance pool is acceptable for catastrophic windstorm coverage (i.e., not for non-catastrophic windstorm or other perils), if no other catastrophic windstorm coverage is available.

**501.03C Flood Insurance**

**Requirements**

The Property must have flood insurance if any income-producing Improvements or any non-income producing Improvements that support amenities are located in an SFHA Zone A or Zone V.

The coverage amount must be 100% of the insurable value of

- the first 2 floors above grade and any Improvements below grade, plus
- all Fixtures and Goods located on the first 2 floors above grade and/or below grade (as defined in the Security Instrument).

The deductible amount may not exceed the greater of

- 5% of the insurable value of the Property,
- the applicable maximum amount in Part II, Chapter 5: Property and Liability Insurance, Section 501.02A: Minimum Coverage Amounts, or
- for business income insurance (including rental value insurance), 15 days or equivalent.

If the coverage available under the NFIP is not sufficient to meet the requirements set forth above, then the Borrower must have excess flood insurance or difference in conditions (DIC) insurance that either

- covers the difference, up to the required coverage amount, or
- if the required coverage amount is not economically feasible, covers an amount that you determine is reasonable, given the exposure.

During the Letter of Map Amendment (LoMA) process only NFIP insurance is required. The maximum term for NFIP insurance during the LoMA process is 12 months.
If any Improvements are reclassified as within an SFHA Zone A or Zone V after you deliver the Mortgage Loan, you must require the Borrower to obtain compliant flood insurance.

**Guidance**

Flood insurance is not required if only unimproved portions of the Property, or non-income producing Improvements that do not support amenities at the Property, are located in an SFHA. Improvements that support amenities include structures such as clubhouses and pool houses. Improvements that do not support amenities are structures such as sheds, pump houses, and storage buildings. Business income insurance is not required for non-income producing Improvements.

Keep in mind that conditions may change over time and flood zones may be remapped. In certain cases, you or Fannie Mae may require flood insurance for Improvements outside of an SFHA Zone A or V, but within an area designated by FEMA as Zone X or Zone D (for example, if a Property is in an area subject to flooding due to storm water, or within close proximity to an SFHA boundary).

When determining whether excess flood insurance or DIC insurance is economically feasible, you may consider a DSCR reduction of 10 or more basis points as a reasonable measure or guide.

Before determining a lesser amount of excess flood insurance or DIC Insurance, or not requiring such coverage, you should have the Borrower provide you with at least 3 quotes or declination letters, and determine whether the Borrower is attempting to avoid purchasing coverage by applying to companies that do not write flood insurance or give artificially high quotes. If you are provided with a combination of quotes and declinations, quotes should be used to determine feasibility of coverage, and a limit of coverage that is economically feasible should be secured.

An acceptable deductible for DIC insurance is the coverage limit of the underlying NFIP policy.

You should obtain flood zone determinations from qualified third-party flood-zone determination firms, and exercise care and sound judgment when selecting the firm. You should require the determination firm, and any monitoring company (if different), to

- notify you whenever flood insurance is or becomes required, and
- continue monitoring after any servicing transfer.

**Operating Procedures**

You must obtain life-of-loan monitoring for each Property from a third-party flood-zone determination firm.
You are required to complete the most recent version of the Standard Flood Hazard Determination form issued by FEMA to determine whether any of the Improvements are located in an SFHA. You must keep a completed copy of this form in your Servicing File, including a signed copy of the Notice to Borrower of Special Flood Hazard and Federal Assistance (included in the Flood Determination Certificate).

If you permitted a reduction in the amount of excess flood insurance or DIC insurance, your Servicing File must include your analysis and related documentation to support the economic feasibility and the amount of the reduction.

### 501.03D Earthquake Insurance

**Requirements**

The Property must have earthquake insurance if required by Fannie Mae based on the Seismic Risk Assessment.

The coverage amount must be at least 100% of the insurable value.

The deductible amount may not exceed the greater of

- 10% of the insurable value, or
- the applicable maximum amount in Part II, Chapter 5: Property and Liability Insurance, Section 501.02A: Minimum Coverage Amounts.

### 501.03E Terrorism Insurance

**Requirements**

Each Property must have terrorism insurance for property damage/casualty and liability exposures, unless

- it secures a Mortgage Loan with a UPB of less than $25 million, and
- you performed a risk assessment, and it indicated no or low terrorism risk.

The coverage amount must be at least 100% of the insurable value of the Improvements.

The deductible amount may not exceed the greater of

- 20% of the insurable value, or
- the applicable maximum amount in Part II, Chapter 5: Property and Liability Insurance, Section 501.02A: Minimum Coverage Amounts.

**Guidance**
Your risk assessment should consider the Property location in relation to potential terrorist targets, such as tourist attractions, mass transportation facilities, urban areas, and government buildings. You should also consider concentrations of risk and overall exposures.

Operating Procedures

You must retain a copy of your risk assessment in your Servicing File.

501.04 Liability Insurance

Requirements

Each Property and Borrower must be covered by liability insurance for bodily injury, Property damage, and personal injury throughout the term of the Mortgage Loan.

501.04A Commercial General Liability Insurance

Requirements

The general liability insurance coverage amount must be at least

- $1 million per occurrence/$2 million general aggregate limit, plus
- excess/umbrella insurance as follows:

<table>
<thead>
<tr>
<th>If the number of stories in the building is...</th>
<th>The minimum excess/umbrella insurance coverage is...</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 4</td>
<td>$2 million</td>
</tr>
<tr>
<td>5 10</td>
<td>$5 million</td>
</tr>
<tr>
<td>11 20</td>
<td>$10 million</td>
</tr>
<tr>
<td>Over 20</td>
<td>$25 million</td>
</tr>
</tbody>
</table>

The maximum deductible amount is based on the total insurable values of the Property insurance policy.

<table>
<thead>
<tr>
<th>If the insurable value is...</th>
<th>The maximum deductible amount per occurrence is...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $5 million</td>
<td>$40,000</td>
</tr>
<tr>
<td>Equal to or greater than $5 million, but less than $50 million</td>
<td>$50,000</td>
</tr>
</tbody>
</table>
If the insurable value is...

| Equal to or greater than $50 million, but less than $100 million | $125,000 |
| Equal to or greater than $100 million | $275,000 |

You may satisfy the maximum deductible amounts by any combination of the deductibles on the primary liability insurance and excess/umbrella insurance policies.

The maximum deductibles apply to all liability insurance.

**Guidance**

You may satisfy the insurance coverage requirements with any combination of primary liability insurance and excess/umbrella insurance coverage, so long as they add up to the sum of the required minimum limits.

You may satisfy the insurance coverage requirements for excess/umbrella insurance when the coverage limit meets the requirement for the location with the most stories.

**501.04B Professional Liability Insurance**

**Requirements**

If any level of healthcare is provided at a Seniors Housing Property, it must have professional liability insurance covering professional errors and omissions, medical malpractice, and all types of abuse.

The coverage amount must be at least

- $1 million per occurrence/$2 million general aggregate limit, plus
- excess/umbrella insurance as follows:

<table>
<thead>
<tr>
<th>If the number of licensed beds is...</th>
<th>The minimum excess/umbrella insurance coverage is...</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100</td>
<td>$2 million</td>
</tr>
<tr>
<td>101 500</td>
<td>$5 million</td>
</tr>
<tr>
<td>501 1,000</td>
<td>$10 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>$25 million</td>
</tr>
</tbody>
</table>
For a Property with Assisted Living beds, Independent Living beds are not counted when determining the minimum coverage limit.

When general liability insurance and professional liability insurance coverages are combined under an excess/umbrella insurance policy, the required coverage is the higher minimum limit of the 2 underlying coverages.

The maximum deductible for professional liability insurance must not exceed the applicable maximum amount in Part II, Chapter 5: Property and Liability Insurance, Section 501.04A: Commercial General Liability Insurance.

Guidance

When using a claims-made policy, you should consider whether an adequate “retroactive date” is in place. A retroactive date provides coverage for acts that took place before a specified date – usually before the effective date of the current policy. A retroactive date of 3 - 5 years before the current policy’s effective date is common.

If the Borrower changes carriers during the term of the Mortgage Loan, the addition of tail coverage or an extended reporting period endorsement, which extends coverage after the cancellation or termination of a claims-made policy, is important. These provisions help ensure that there is no lapse in coverage.

You may satisfy the insurance coverage requirements with any combination of primary liability insurance and excess/umbrella insurance coverage, as long as they add up to the sum of the required minimum limits.

You may satisfy the insurance coverage requirements for excess/umbrella insurance when the limit meets the requirement for the covered location with the most beds.

501.04C Risk Retention Groups and Captive Insurance

Requirements

Only a Seniors Housing Property may use liability insurance from a Risk Retention Group or a Captive Insurer. Captive Insurance is only acceptable for

- professional liability insurance, and
- general liability insurance when combined with professional liability insurance.

Any Risk Retention Group or Captive Insurer must have a rating of at least

- A- / VI from A.M. Best, or
You must get an annual report on the Captive Insurer from an independent firm that is:

- familiar with captive domiciles, operations, and insurance structures;
- experienced analyzing captive actuarial studies and audited financial statements; and
- unrelated to the Captive Insurer, you, the Borrower, Guarantor, or any of its sponsors or Principals.

The firm’s report must include:

- an analysis of the Captive Insurer’s annual independent actuarial study;
- an actuarial memorandum/reserve analysis provided by the Captive Insurer;
- a review of the annual independent audited financial statements for the Captive Insurer; and
- a conclusion regarding the Captive Insurer’s operations and financial viability.

 Guidance

Captive Insurance and similar arrangements have lower capitalization requirements than traditional insurance companies, and are usually not rated by a recognized rating agency.

In order to be rated, a Captive Insurer will typically provide the following to a rating provider:

- detailed updated accrual runs;
- updated loss history (minimum 5 years, brief summary, and detailed list);
- current updated audited financial statements for the past 2 years:
  - for the captive, audited financials typically are on a stand-alone basis (if audited are not available, then unaudited financials are acceptable); and
  - for the parent company’s, the financials should be on a consolidated basis;
- financials, audited or unaudited, from the captive and parent company for the most recent quarter;
- description of any changes from previous years with applicable updated resumes of all officers;
- description of any reinsurance and/or fronting company, if applicable;
description of internal claims management procedures;
status of market update;
description of funding sources;
business plan;
projected volume over the next year;
actuarial memorandum/reserve analysis as provided by the Captive Insurer;
state insurance examination report or, if a report is not available,
  • date of examination,
  • description of any adverse findings, and
  • steps taken to remediate; and
exposure to the Captive Insurer or Risk Retention Group, based on the UPB of loans made to date.

501.04D  Workers’ Compensation Insurance

☑ Requirements

The Property must have workers’ compensation and employer’s liability insurance (including terrorism coverage), if required in the state where the Property is located.

The coverage amount must equal or exceed:

- the statutory limits for injured employees; plus
- the greater of
  • employer’s liability limits of $1 million per occurrence for bodily injury, $1 million per occurrence and $1 million aggregate for employee disease, or
  • any underlying limit required by the excess/umbrella insurance carrier.

501.04E  Directors’ and Officers’ Liability Insurance

☑ Requirements

Each Property owned by a Cooperative Organization must have directors’ and officers’ liability insurance.

The coverage amount must be at least $1 million per occurrence.
501.04F Commercial Auto Liability Insurance

**Requirements**

The Borrower must have commercial auto liability insurance for any motor vehicles that are

- owned or hired by the Borrower, or
- used by anyone for business on behalf of the Borrower or the Property.

The coverage must include personal injury protection required by the state where the Property is located.

The coverage amount must be the greater of

- $1 million per occurrence, or
- any underlying limit required by the excess/umbrella insurance carrier.

501.05 Small Loans

**Requirements**

All insurance requirements of this Chapter apply to Small Mortgage Loans, except as noted in this Section.

501.05A Permanent Evidence

**Guidance**

If you are unable to obtain the original or a duplicate copy of the insurance policy or the MBA Evidence of Insurance, the Borrower's insurance agent or broker may deliver a written statement that it has reviewed the policy and confirmed that it meets the following requirements:

- Named insured is listed as Fannie Mae and the Borrower.
- Mortgagee Clause meets Fannie Mae's requirements.
- Each insurance carrier has a compliant A.M. Best rating.
- Policy term is 12 months.
- Cancellation Clause meets Fannie Mae's requirements.
- Special Coverage Form applies.
- No Coinsurance or, if there is Coinsurance, an Agreed Value Endorsement is attached to the policy.
- Limits of insurance are included for all required coverages, including any sub-limits or other restrictions (such as catastrophic limits) that may differ.
from the standard coverage amount.

- A Statement of Values is included where applicable.
- Coverage is subject to Replacement Cost valuation.

**501.05B** Excess/Umbrella Insurance

✅ Requirements

The minimum excess/umbrella insurance is $1 million if

- no building on the Property has more than 4 stories, and
- the Mortgage Loan has a UPB of $3 million or less.

**501.05C** Terrorism Insurance

➡ Guidance

Terrorism insurance is not required for Small Mortgage Loans.

**Section 502** Environmental Matters

➡ Guidance

Any environmental conditions or risks impacting the Property should be fully understood and considered in the underwriting.

**502.01** Environmental Site Assessments

✅ Requirements

You must comply with the Environmental Due Diligence Requirements (Form 4251), which include obtaining a Phase I Environmental Site Assessment (Phase I ESA) of the entire Property. The Phase I ESA must:

- be performed per the instructions in Form 4251, including meeting the current requirements of ASTM E1527;
- be prepared by an environmental professional as that term is defined in 40 C.F.R. § 312.10 (an Environmental Professional);
- identify all environmental conditions and risks that may potentially impact resident safety, marketability, or value of the Property; and
- clearly identify how to properly mitigate those conditions and risks, including where applicable,
  - the Environmental Professional's recommendations regarding
additional investigation, or requirements of government authority or regulatory agency, or

- action to remediate or abate any Recognized Environmental Condition (REC)/Controlled Recognized Environmental Condition (CREC), as those terms are defined in ASTM E1527.

If the Phase I ESA identified any RECs/CRECs, you must obtain Fannie Mae's approval before Rate Lock.

**Guidance**

You may rely on a preliminary or draft Phase I ESA to obtain a Commitment.

### 502.02 Lender's Responsibilities

#### Requirements

You must:

- Obtain all investigations recommended or indicated by the Phase I ESA.
- Conduct a thorough review and analysis of the Phase I ESA.
- Provide the Environmental Professional with all available prior Phase I ESAs, investigations, and any relevant and readily available environmental materials.
- Provide the appraiser with any documentation from the Phase I ESA that is necessary to accurately assess the value of the Property.
- Identify whether the state where the Property is located has an environmental "super-lien" statute and, if so, confirm that conditions on the Property are not likely to result in the imposition of such a Lien.
- Disclose to Fannie Mae your knowledge of any actual or suspected environmental conditions affecting the Property, whether or not disclosed in the Phase I ESA.
- Ensure that any required Operations and Maintenance Plans (O&M Plans) are obtained and located on the site throughout the loan term.
- Assess the Borrower's ability to carry out any O&M Plan. A Mortgage Loan is ineligible for purchase if the Borrower or its agents are not financially or organizationally capable of satisfying the requirements of the O&M Plan.
- Evaluate the potential risk of loss and liability to the Property, the Borrower, you, or Fannie Mae posed by any
  - REC/CREC,
  - Business Environmental Risk,
- other environmental condition, whether or not disclosed in the Phase I ESA.

If you become aware of any REC/CREC, you must:

- Obtain a Remediation Plan from the Borrower that
  - is prepared by an Environmental Professional, as required by Form 4251,
  - will protect the health and safety of the residents and bring the Property into regulatory compliance, and
  - includes a cost estimate and schedule for completing the work.

- Add the estimated cost of the Remediation Plan to the Completion/Repair Escrow requirement of the Loan Documents.

** Guidance **

The amount funded into the Completion/Repair Escrow on the Mortgage Loan Origination Date should be at least 125% of the estimated cost of the Remediation Plan.

### 502.03 Environmental Indemnity Agreement

** Requirements **

You must consider revisions to the Environmental Indemnity Agreement (Form 6085) to protect you and Fannie Mae from liability associated with any REC/CREC (including the cost to investigate/remediate any such condition) and any violation of Environmental Laws by the Borrower. You must document your evaluation of potential revisions, including at a minimum, whether the following revisions are appropriate:

- additional representation and warranty where the Borrower disclaims responsibility for any REC/CREC, if appropriate and accurate;
- additional covenant(s) requiring
  - implementation of the Remediation Plan,
  - compliance with any Environmental Activity and Use Limitations and/or institutional or engineering controls, and
  - maintenance of Borrower eligibility for applicable liability protection status;
- specifically identifying any liability associated with the REC/CREC in the indemnification provisions; and
- other terms and conditions as may be required based on Fannie Mae
## Section 503  Seismic Risk

### 503.01  Seismic Hazard and Risk Factors

#### Guidance

Any seismic risk impacting the Property should be understood before the Commitment Date. Seismic risk is assessed by analyzing the PGA at the location of the Property.

After purchase of the Mortgage Loan, no additional seismic risk evaluation is required.

#### Requirements

Each Property must have an acceptable level of seismic risk.

A Mortgage Loan is ineligible for purchase if the Property has

- a PGA equal to or greater than 0.15g, and
- 1 of these Structural Risk Factors:
  - an unreinforced masonry building that has not been seismically retrofitted; or
  - a building constructed on a slope with an angle exceeding 30 degrees (a 50% slope).

If the Property is located in a High Seismic Risk area, you must complete Form 4099.C. If a Structural Risk Factor is present, you must also obtain a Seismic Risk Assessment (SRA).

### 503.02  Seismic Risk Assessment (SRA)

#### Requirements

You must obtain a Level 1 SRA dated within 12 months before the Commitment Date for any Property with one of the Structural Risk Factors listed in Form 4099.C.

The SRA must:

include estimates for the Scenario Expected Loss (SEL) and the Scenario Upper Loss (SUL);
use a 10% probability of exceedance in a 50-year period;
meet ASTM seismic standard professional qualifications; and
comply with Form 4099.C.

Guidance

For Small Mortgage Loans, the SRA field investigation may be performed by a PCA consultant or field observer if that professional has at least 2 years of experience performing seismic risk assessments of buildings.

A new SRA is not required for Supplemental Mortgage Loans; you may rely on the original underwriting seismic analysis.

503.03 Acceptable Levels of Seismic Risk

Guidance

The SEL percentage of the Property and the building stability assessment will determine whether the seismic risk is acceptable.

Requirements

The Property’s seismic risk is acceptable if all income-producing Improvements or any non-income producing Improvements that support amenities
comply with this Section 503.03,
have an SEL of 20% or less, and
meet the current building stability requirements of ASTM E2026.

A Mortgage Loan is ineligible for purchase if it is secured by a Property that has any Improvements with an SEL greater than 40%.

Guidance

Your analysis should include:

- a Level 1 SRA, including Appendix X4 (ASTM E2557);
- your analysis of the seismic issues and recommendation, describing in detail
  - the severity and pervasiveness of the conditions driving the SEL and stability issues,
the risks presented to building stability, building damageability, site stability, and life safety, and

- the recommended retrofit or remediation requirements;

- a retrofit letter or the Borrower’s retrofit plan, timetable, and cost estimate;

- Form 4099.C; and

- a minimum of 6 Property photos, including

  - photos of those areas significant to the seismic calculation or stability issue, and

  - elevation views of any Improvements having an SEL over 20% or a stability issue.

### 503.04 Seismic Retrofit Ordinances

**Requirements**

If a Property is required to be retrofitted under any law, regulation, or ordinance,

- the SRA must describe a proposed retrofit plan, including associated costs, and

- the retrofit must be completed before the Commitment Date.

### 503.05 Seismic Risk Mitigants

**Guidance**

For any Property where any Improvements have an SEL greater than 20% or a building stability issue, you should consider the following to mitigate seismic risk:

- perform a seismic retrofit sufficient to resolve all stability issues and reduce the SEL of all Improvements to 20% or below; and

- obtain earthquake insurance coverage per Part II, Chapter 5: Property and Liability Insurance, Section 501.03D: Earthquake Insurance.

Earthquake insurance does not mitigate building collapse risk.
Part III  Products and Features

Chapter 1  Student Housing Properties

Section 101  Description

101.01  Student Housing Property

☑ Requirements

- A Student Housing Property is a multifamily rental property in which 40% or more, but less than 80%, of the units are leased to undergraduate or graduate students.

- A student with sufficient income to pay rent does not count toward the student unit concentration required for a Student Housing Property.

101.02  Dedicated Student Housing Property

☑ Requirements

A Dedicated Student Housing Property is a multifamily rental property in which 80% or more of the units are leased to undergraduate or graduate students.

➡ Guidance

A Dedicated Student Housing Property typically:

- caters to a student population due to its location;
- was specifically constructed as a student property or, although built as conventional multifamily housing, is now leased primarily to students; or
- is not readily rentable as conventional multifamily housing.

Section 102  Generally

➡ Guidance

When underwriting a Student Housing Property or Dedicated Student Housing Property, you should consider the following questions:

- What percentage of units are leased to graduate students versus undergraduate students?
- Has the ratio of student to non-student tenants changed over the past several years?
Is the Property marketable to non-student tenants, given the size, mix, and quality of the units?

What is the rent structure? For example, are rents charged on a by unit basis or by bed basis?

Who are the parties to the lease agreements? For example, are they typically signed by 1 tenant or all tenants, and/or co-signed by parents?

What is the typical lease term?

What is the enrollment outlook at the college/university?

What is the student composition (i.e., full-time versus part-time) at the college/university?

What are the current and forecasted supply and demand for student housing at the college/university? Will there be any college/university-sponsored construction?

What is the Key Principal’s experience with operating Student Housing Properties and Dedicated Student Housing Properties?

What is the Property’s proximity to campus? Can students walk to class and other campus locations?

Is the Property conveniently located to a college/university-sponsored transportation line?

Is the Property subject to a Ground Lease? If so, what are the structure and terms of the Ground Lease?

Requirements

If a Student Housing Property or Dedicated Student Housing Property is subject to a master lease, you must complete the Master Lease Review Checklist (Form 6480).

Section 103 Dedicated Student Housing Property

103.01 Eligible Property Characteristics

Requirements

You must ensure that a Dedicated Student Housing Property:

- caters to a campus with at least 10,000 students, the majority of whom are full-time students;
- is
  - located within 2 miles of a campus boundary line, as determined by the local municipality, or
  - near a college/university-sponsored transportation line; and
has operated for at least 1 full school year (i.e., August/September through April/May).

**Guidance**

The Dedicated Student Housing Property should have stabilized occupancy no later than the month preceding the start of the first semester/quarter of the second full school year.

### 103.02 Ineligible Property Characteristics

- **Requirements**

  Fannie Mae will not purchase any Mortgage Loan secured by a Dedicated Student Housing Property that offers food service.

### 103.03 Residential Leases

- **Requirements**

  You must ensure that at least 80% of the units in a Dedicated Student Housing Property are leased for a minimum term of 12 months.

- **Guidance**

  Each student lease agreement should have
  - a parental guarantee of the rent, or
  - student tenants with sufficient income or other documented financial means to pay the rent.

### 103.04 Properties on College/University Land

- **Requirements**

  You must ensure that a Dedicated Student Housing Property located on college/university land meets the following:
  - the Borrower has control over all economic decisions affecting the Property (such as financing, leasing, and management);
  - the Key Principal
    - has at least 5 years of operating experience with Dedicated Student Housing, and
    - operates at least 1 other Dedicated Student Housing Property located
on college/university land; and

- any Ground Lease complies with Part II, Chapter 1: Attributes and Characteristics, Section 103: Ground Leased Properties.

### 103.05 Additional Underwriting Documentation

#### Requirements

Your underwriting must include the following:

- name of the college/university and its current total enrollment;
- current enrollment percentages of full-time graduate and undergraduate students;
- location of the Property relative to the campus;
- whether the Property is part of the college/university’s housing referral program;
- details of the Property’s amenity package;
- whether the Property is convenient to a college/university-sponsored transportation line;
- detailed description of the related rental housing market, including the amount of on-campus rental housing space occupied or available, and any future on- or off-campus rental housing planned or under construction;
- percentage of the Property’s units pre-leased for the semester/quarter;
- percentage of the Property’s tenants who are students;
- percentage of the Property’s leases that have a term of less than 12-months;
- whether the Property is subject to a Ground Lease or master lease and, if so, the structure and terms of the lease; and
- whether parental guaranties are required for leases at the Property.

### Section 104 Underwritten NCF

#### Requirements

You must use the following table to calculate Underwritten NCF for Student Housing Properties and Dedicated Student Housing Properties.

For Dedicated Student Housing Properties, Fannie Mae will permit “by-the-
bed" income and valuation for units occupied by students if the

- Property has at least 2 years of operating statements using that method, and
- rental rates are comparable to similar Student Housing Properties.

### REQUIRED UNDERWRITTEN NCF
(STUDENT OR DEDICATED STUDENT HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>CALCULATION OF NET RENTAL INCOME</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>GROSS RENTAL INCOME (GRI) market rents for vacant units based on a current rent roll (multiplied by 12), plus:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- for a Student Housing Property the lower of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- actual rents in place for occupied units on a per unit basis, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- market rents that would be available if the Property was not leased to students; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- for a Dedicated Student Housing Property the lower of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- actual rents in place for occupied units on a per unit or by the bed basis, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- market rents for comparable Dedicated Student Housing Properties.</td>
</tr>
<tr>
<td>2</td>
<td>PLUS</td>
<td>To the extent deducted as an operating expense, rents for other non-revenue units (e.g., model units deducted in the model apartment operating expense in the general and administrative category, or actual rent from employee units deducted in the employee operating expense in the payroll and benefits category).</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>EQUALS</strong> GROSS POTENTIAL RENT (GPR)</td>
</tr>
</tbody>
</table>
## REQUIRED UNDERWRITTEN NCF
(STUDENT OR DEDICATED STUDENT HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>MINUS</td>
<td>Premiums (e.g., identifiable additional income from furnished units or short term leases) and/or corporate premiums (e.g., identifiable additional income from corporate units, housekeeping services, etc.).</td>
</tr>
<tr>
<td>4</td>
<td>MINUS</td>
<td>Physical vacancy market rents for vacant units based on a current rent roll (multiplied by 12).&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>5</td>
<td>MINUS</td>
<td>Concessions - the aggregate amount of forgone residential rental income resulting from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc.&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>6</td>
<td>MINUS</td>
<td>Bad debt - the aggregate amount of unpaid rental income determined to be uncollectable: include any adjustments to other income for bad debt.&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>NET RENTAL INCOME (NRI)</td>
</tr>
</tbody>
</table>

1 The total of Items 4, 5, and 6 must equal or exceed the greater of:

- the difference between the trailing 12-month net rental collections (annualized) and GPR, or
- 5% of GPR.

If trailing 12-month NRI is not available, use a minimum 10% of GPR.
### REQUIRED UNDERWRITTEN NCF
(STUDENT OR DEDICATED STUDENT HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 7    | PLUS     | Actual other income (except premiums and corporate premiums) generated through ongoing operations. The income must:  
• be stable;  
• be common in the market;  
• exclude one-time extraordinary non-recurring items; and  
• be supported by prior years.  
You must assess the individual monthly other income within the prior full year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized).  
If there are fluctuations, you may use other income that exceeds the trailing 3-month other income (annualized), as long as it does not exceed the highest 1-month other income used in the trailing 3-month other income calculation. |
| 8    | PLUS     | Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable). |
| 9    | MINUS    | 10% of the actual commercial income.\(^2\)  
2If net commercial income is greater than 20% of EGI, then reduce to 20% of EGI. |
| 10   | PLUS     | Premiums\(^3\), provided that the income must:  
• be stable or increasing;  
• be typical (in type and amount) in the market;  
• be supported by prior years; and  
• not exceed the income generated over the most recent year or trailing 12-month period. |
### REQUIRED UNDERWRITTEN NCF
(StUDENT OR DEDICATED STUDENT HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 11   | PLUS     | Corporate premiums\(^3\), provided that this income must:  
• not be included for more than 10% of the Property's units;  
• be stable or increasing;  
• be typical (in type and amount) in the market;  
• be supported by prior years; and  
• not exceed the income generated over the most recent year or trailing 12-month period. |
| 12   | PLUS     | Laundry and vending, parking, and all other income per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |

**EQUALS**  
EFFECTIVE GROSS INCOME (EGI)

\(^3\)Premium or corporate premium income cannot exceed 3% of GRI.

### CALCULATION OF OPERATING EXPENSES
### REQUIRED UNDERWRITTEN NCF
(STUDENT OR DEDICATED STUDENT HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 13   | MINUS    | Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a lease-up, rehabilitation, or other short-term positive or negative factors. Non-recurring, extraordinary operating expenses must not be included. You must assess:  
  • past operating history;  
  • the appraisers expense analysis;  
  • all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and  
  • the Borrowers budget (in the case of an acquisition).  
You must analyze historical operations at the Property and apply an appropriate increase over the prior years operations in determining an estimate. |
| 14   | MINUS    | Property management fee equal to the greatest of:  
  • 4% of EGI;  
  • actual property management fee (exclude any portion of a non-arms length property management fee that is subordinated to the Mortgage Loan); or  
  • market property management fee. |
### REQUIRED UNDERWRITTEN NCF (STUDENT OR DEDICATED STUDENT HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 15   | MINUS    | Real estate taxes based on the greatest of:  
  - actual future tax bill(s) covering a full calendar year;  
  - prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or  
  - in California, the greater of the Mortgage Loan amount or assessed value, multiplied by the millage rate, plus any special assessments.  
You must consider any automatic tax reassessment upon acquisition in the next 12-month period. |
| 16   | MINUS    | Insurance equal to:  
  - the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or  
  - 110% of the current expense, for insurance policies with a remaining term less than 6 months. |
| 17   | MINUS    | Utilities, water and sewer, repairs and maintenance, payroll and benefits, advertising and marketing, professional fees, general and administrative, ground rent, and all other expenses per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |

**EQUALS** UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI)

| 18   | MINUS    | Replacement Reserve expense per Part III, Chapter 1: Student Housing Properties, Section 105: Replacement Reserve. |

**EQUALS** UNDERWRITTEN NCF
Section 105  Replacement Reserve

105.01  Determining Replacement Reserve

- **Requirements**

  The minimum Replacement Reserve amount must equal the greater of:
  - the amount calculated per Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve, or
  - $250 per unit per year.

105.02  Replacement Reserve Funding

- **Requirements**

  You must ensure full funding of the Replacement Reserve.
Chapter 2  Military Housing Properties

Section 201  Description

Requirements

A Military Housing Property is any multifamily rental Property in which 40% or more of the units are occupied by individuals serving in, or employed by, the United States military.

Section 202  Ineligible Property Types

Requirements

Fannie Mae will not purchase any Mortgage Loan secured by a Property located on a military base or installation.

Section 203  Generally

Guidance

When underwriting a Military Housing Property, you should consider:

- the stability of nearby bases, including deployment/base closing risks;
- historical performance of the Property during a deployment;
- any impact of military housing plans; and
- ability of the Property to be re-tenanted if the base closes.
A Moderate Rehabilitation Mortgage Loan is secured by a Property that will undergo at least $8,000 per unit of Rehabilitation Work. This Chapter does not apply to Properties with a lesser amount of rehabilitation work.

### Product Description

<table>
<thead>
<tr>
<th>Minimum Per Unit Cost for Rehabilitation Work</th>
<th>$8,000 per unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• based on the total number of residential units at the Property, not the number of units being rehabilitated; and</td>
</tr>
<tr>
<td></td>
<td>• includes the estimated cost of all Completion/Repairs identified in the PCA (or MBA Master Inspection Form, if applicable).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rehabilitation Timing</th>
<th>The Rehabilitation Work must be completed as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• items identified as Completion/Repairs in the PCA, perPart II, Chapter 4: Inspections and Reserves, Section 403: Completion/Repairs;</td>
</tr>
<tr>
<td></td>
<td>• Efficiency Measures qualifying for aGreen Rewards Mortgage Loan, perPart III, Chapter 4: Green Mortgage Loans;</td>
</tr>
<tr>
<td></td>
<td>• if the Moderate Rehabilitation Mortgage Loan meets the requirements for using the Appraised Value on an as completed basis (perPart II, Chapter 2: Valuation and Income, Section 201: Market and Valuation), then the Rehabilitation Work may be completed after the 12-month period, but not later than 36 months after the Mortgage Loan Origination Date; and</td>
</tr>
<tr>
<td></td>
<td>• all other Rehabilitation Work, in a timely manner, but not later than 36 months after the Mortgage Loan Origination Date.</td>
</tr>
</tbody>
</table>
**Product Description**

<table>
<thead>
<tr>
<th>Completion/Repair Escrows</th>
<th>For Completion/Repairs identified in a PCA, if you require full or partial funding of a Completion/Repair Escrow, any higher funding amount you require above the estimated cost of Completion/Repairs must be funded.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mezzanine Financing</td>
<td>If the Rehabilitation Work is funded through Mezzanine Financing, you must also comply with Part III, Chapter 16: Mezzanine Financing and Preferred Equity.</td>
</tr>
</tbody>
</table>

### Section 302 Underwriting

#### Requirements

<table>
<thead>
<tr>
<th>Rent or Income Restrictions</th>
<th>For Multifamily Affordable Housing Properties, you must ensure that the rents expected to be charged after Rehabilitation Work is completed are consistent with any rent or income restrictions.</th>
</tr>
</thead>
</table>
| Tenants, Guests, and Employees | You must identify and mitigate any risks that the Rehabilitation Work may have during the renovation period on  
  • the health and safety of tenants, guests, or employees at any time, and  
  • tenant displacement, and consider a relocation plan to minimize the effects of the displacement. |

#### Guidance

For all Moderate Rehabilitation Mortgage Loans, you should consider the following questions about the Rehabilitation Work:

- Are at least 60% of the budgeted improvements for interior unit upgrades?
- Are the projected cost estimates reasonable and sufficient to complete the entire scope of work?
- Does the budget, including the sources, uses, and schedule, provide adequate capital availability during the term of the work?
- Are construction contracts guaranteed maximum price contracts that
specify a completion date?

- Given the scope of work, is a Completion/Repair Agreement or Rehabilitation Reserve Agreement (Form 6222.Mod), including a fully-funded Completion/Repair Escrow or Rehabilitation Reserve Account, appropriate?

- Is the Sponsor’s net worth and liquidity adequate to fund any unexpected cost overruns or operating deficits?

- Does the Sponsor have demonstrated experience with the scope of work in the same or similar real estate markets?

- Does the Borrower have sufficient economic incentive to complete the entire scope of work, including the feasibility of achieving projected post-rehabilitation rents sufficient to meet the target effective gross income?

- Should a Key Principal execute a Completion Guaranty (Form 6018) that covers a portion or the entire scope of the Rehabilitation Work?

- Should additional collateral (e.g., deposits into the Rehabilitation Reserve Account that are greater than the budget for the Rehabilitation Work, operating deficit reserve, Letter of Credit, etc.) be required?

## Section 303

### Rehabilitation Work Costing More than $20,000 Per Unit

#### 303.01 Rehabilitation Work Evaluation Report

- **Requirements**

  If the Rehabilitation Work will cost more than $20,000 per unit and includes structural additions or modifications, then in addition to the other requirements in this Chapter, you must obtain a rehabilitation work evaluation report from either the PCA Consultant or a licensed architect or engineer.

  This rehabilitation work evaluation report must include:

  - a review and evaluation of the Property;
  - the scope of Rehabilitation Work; and
  - all significant construction contracts related to the Rehabilitation Work.

  The report must also address, and you must evaluate, the following:

  - Is the planned Rehabilitation Work structurally sound and physically feasible?
  - Is the estimated cost of the Rehabilitation Work reasonable?
  - Will the work be completed within the Borrower’s scheduled time frame, but not later than 36 months after the anticipated Mortgage Loan
Origination Date?

- Will the work comply with all zoning, building, and fire code regulations?
- Is there any additional work that is not already planned but that should be undertaken?

### 303.02 Rehabilitation Reserve Agreement

**Requirements**

You must ensure that the Borrower:

- Executes a Modifications to Multifamily Loan and Security Agreement (Rehabilitation Reserve – Moderate Rehabilitation) (Form 6222.Mod) that identifies the planned scope of the Rehabilitation Work on the Rehabilitation Work Schedule, including:
  - all of the Rehabilitation Work items,
  - estimated costs,
  - allowance for cost overruns, and
  - completion dates.

- Completes a budget for the planned Rehabilitation Work.

- Funds a Rehabilitation Reserve Account with the:
  - entire budgeted amount (or a higher amount that you require) for all Rehabilitation Work that is not identified as Completion/Repairs by the PCA; and
  - estimated cost (or a higher amount that you require per Part II, Chapter 4: Inspections and Reserves, Section 403: Completion/Repairs) for Completion/Repairs.

### Section 304 Supplemental Mortgage Loans

**Requirements**

Moderate Rehabilitation Supplemental Mortgage Loans must comply with Part III, Chapter 14: Supplemental Mortgage Loans, except as modified by this Section.
## Supplemental Mortgage Loans

| **Origination Date** | • Must be originated within 36 months of the Moderate Rehabilitation Mortgage Loan's Origination Date.  
• Require no minimum period to elapse provided the minimum Rehabilitation Work is completed at the Property after origination of the Moderate Rehabilitation Mortgage Loan. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Loan Term</strong></td>
<td>Must be coterminous with the Moderate Rehabilitation Mortgage Loan.</td>
</tr>
</tbody>
</table>
| **Completed Rehabilitation Work** | • Completed Rehabilitation Work or other repairs, replacements, or improvements must comply with this Chapter.  
• You must document evidence of the qualifying scope of work completed at the Property, and  
  - cost of work and improvements to the Property verified by you. |
| **Site inspection** | You must perform a site inspection if the qualifying work was not completed pursuant to a Completion/Repair Agreement or a Rehabilitation Reserve Agreement. This requirement may be satisfied if the most recent asset management site inspection was conducted after the required work was completed at the Property. |
| **Rate Lock**       | Are not eligible for the Streamlined Rate Lock option. |
Chapter 4  Green Mortgage Loans

Section 401  Generally

401.01  Description

☑️ Requirements

A Green Mortgage Loan is secured by a Property that incorporates features expected to have a positive environmental outcome including, but not limited to, reducing energy and water consumption at a property, generating energy, or meeting criteria set by a third-party green building certification organization.

A Green Rewards Mortgage Loan is secured by a Property on which the Borrower agrees to undertake 1 or more Energy- and Water-Efficiency Measures (Efficiency Measures or EWEM) that comply with Part III, Chapter 4: Green Mortgage Loans, Section 403: Green Rewards Mortgage Loans.

401.02  High Performance Building Module

☑️ Requirements

For Green Rewards Mortgage Loans you must:

- retain a consultant to provide either:
  - a High Performance Building (HPB) module (HPB Module), including Appendix H: HPB Module Report Tables (Form 4099.H), as part of a required PCA; or
  - a standalone HPB report (HPB Report), including Form 4099.H; and
- complete the HPB Module or HPB Report and Form 4099.H per the requirements of Form 4099.

➡️ Guidance

Fannie Mae will reimburse you for the cost of the HPB Module or HPB Report when you deliver a Green Mortgage Loan.

Notwithstanding the general prohibition in Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives, Section 202.01: Origination Fee regarding a Lender paying third-party costs, you may use the Origination Fee to reimburse the Borrower for

- the cost of a standalone HPB Report, or
the incremental cost of the HPB Module over the cost of the base PCA.

**Operating Procedures**

To submit the invoice for the HPB Module or HPB Report for reimbursement, use the Green Mortgage Loan Job Aid.

### 401.03 Green MBS

**Requirements**

You must disclose as a Green MBS any Green Mortgage Loan that you deliver as an MBS Mortgage Loan.

### 401.04 Committing and Delivery

**Operating Procedures**

To commit and deliver a Green Mortgage Loan, you must follow the Green Mortgage Loan Job Aid.

### Section 402 Green Building Certification

**Requirements**

To qualify as a Green Mortgage Loan, you must:

- ensure that the Property has a Green Building Certification that:
  - is recognized by Fannie Mae and listed in the Green Building Certifications (Form 4250);
  - applies specifically to the Property and not just to a development site that includes the Property;
  - covers all residential units of the Property;
  - was awarded no more than 5 years before Rate Lock; and
  - is in effect at the time of Rate Lock; and
- review and approve a Green Building Certification prior to
  - Rate Lock, if you are not using the Streamlined Rate Lock option, or
  - the Mortgage Loan Origination Date, if you are using the Streamlined Rate Lock option.
Section 403  Green Rewards Mortgage Loans

403.01  Eligibility

403.01A  Generally

☑  Requirements

For a Green Rewards Mortgage Loan Property to be eligible, you must ensure that the Borrower selects Efficiency Measures from the HPB Module or HPB Report projected to result in an annual reduction for the whole Property of at least 30% in combined energy and/or water consumption of which at least 15% must be attributable to savings in energy consumption.

Energy consumption savings may represent reductions in whole-Property consumption of energy supplied by utilities or energy suppliers (including delivered energy such as fuel oil or propane) compared to the previous 12-month baseline through a combination of the installation of an onsite renewable energy system and energy efficiency measures.

For Manufactured Housing Community, a Green Rewards Mortgage Loan must project a reduction in whole-Property consumption of energy supplied by utilities or energy suppliers (including delivered energy such as fuel oil or propane) of at least 30% compared to the previous 12-month baseline through the installation of an onsite renewable energy system.

403.01B  HPB Module/HPB Report Scoring

☑  Requirements

You must score each HPB Module or HPB Report per the following 3-point system:

<table>
<thead>
<tr>
<th>Score</th>
<th>Quality of HPB Module/HBP Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Either you or Fannie Mae may approve the HPB Module or HPB Report as is.</td>
</tr>
<tr>
<td>2</td>
<td>The consultant must address minor issues or clarify the HPB Module or HPB Report before you or Fannie Mae approve it.</td>
</tr>
<tr>
<td>3</td>
<td>The consultant must make major changes or multiple revisions before you or Fannie Mae approve it.</td>
</tr>
</tbody>
</table>

The final HPB Module or HPB Report must be scored as a "1" before you approve the report or submit it to Fannie Mae for approval, if required.
**403.01C HPB Module/HPB Report Approval**

**Requirements**

You must submit an HPB Report or HPB Module to Fannie Mae for approval if:

- you have delivered less than 8 Mortgage Loans that included an HPB Report (or a PCA Report containing an HPB Module); or
- your HPB consultant has not been designated as “Pre-Qualified” by Fannie Mae at www.fanniemae.com/multifamily/green-initiative.

**Operating Procedures**

If Fannie Mae’s approval of an HPB Module or HPB Report is required, then you must:

- Submit the HPB Module or HPB Report and the completed Form 4099.H through DUS Gateway following the instructions in the Green Mortgage Loan Job Aid.
- Follow this submission timing:
  - at least 10 days before the Mortgage Loan Origination Date, if using the Streamlined Rate Lock option; or
  - at least 5 days before Rate Lock, if not using the Streamlined Rate Lock option.

**403.01D Non-Contiguous Parcels**

**Requirements**

For a Mortgage Loan secured by Non-Contiguous Parcels, a separate HPB Module or HPB Report is required for each Collateral Record in C&D.

**403.02 Implementing Energy- and Water-Efficiency Measures**

**Requirements**

After the Borrower selects the Efficiency Measures, you must:

- Include the selected Efficiency Measures in the Completion/Repair Agreement or the Rehabilitation Reserve Agreement.
- Describe each Efficiency Measure in enough detail to ensure that any specific products or equipment are installed, including quantities and applicable performance specifications.
Ensure that funds to complete the selected Efficiency Measures are deposited into the Completion/Repair Escrow or the Rehabilitation Reserve Account, in an amount equal to the greater of:

- 100% of the estimated cost of all capital improvements identified by the HPB Module or HPB Report for the selected Efficiency Measures (plus any amount that you decide to include for cost overruns); or
- any higher funding percentage you may require for capital improvements identified as Immediate Repairs by the PCA.

Ensure that all Efficiency Measures are completed in a timely manner and no later than:

- 12 months after the Mortgage Loan Origination Date, or
- any shorter time period required by Part II, Chapter 4: Inspections and Reserves, Section 402: Property Condition Assessment (PCA) for capital improvements identified as Immediate Repairs by the PCA.

### 403.03 Underwritten NCF

#### Requirements
You must ensure that the Underwritten NCF for a Green Rewards Mortgage Loan is calculated per Part II, Chapter 2: Valuation and Income or the applicable Part III Chapter.

#### Guidance
You may include projected energy and water cost savings from implementing selected Efficiency Measures when calculating Underwritten NCF, up to:

- 75% of any cost savings projected to accrue to the Borrower; plus
- 25% of any cost savings projected to accrue to the tenants, but only if the projections are based on whole-Property or sampled (not modeled) consumption as defined by Form 4099.

### 403.04 Maximum Amount

#### Requirements
The maximum amount of a Green Rewards Mortgage Loan that includes projected cost savings in the Underwritten NCF must not exceed 105% of the Mortgage Loan amount based on the Underwritten NCF excluding the projected cost savings.
**403.05 Supplemental Mortgage Loans**

- **Requirements**

  You must base the maximum Green Rewards Supplemental Mortgage Loan amount on the aggregate UPB of all Pre-Existing Mortgage Loans secured by the Property, plus the amount of the Green Rewards Supplemental Mortgage Loan.

- **Guidance**

  Certain Green Rewards Supplemental Mortgage Loans may not count toward the limit on the number of Supplemental Mortgage Loans (see Part III, Chapter 14: Supplemental Mortgage Loans, Section 1402: Supplemental Mortgage Loans).

**Section 404 Annual Energy Reporting**

- **Requirements**

  For any Green Mortgage Loan, you must use the Modifications to Multifamily Loan and Security Agreement (Green Financing Mortgage Loans) (Form 6241), requiring the Borrower to report the Property’s annual energy and water use.
Chapter 5 Seniors Housing Properties

Section 501 Generally

501.01 Description

☑ Requirements

A Seniors Housing Property is a multifamily residential rental property with Independent Living, Assisted Living, Alzheimer’s/Dementia Care, or Skilled Nursing units.

501.02 Eligible Lenders

☑ Requirements

You must be approved in writing to Deliver Seniors Housing Mortgage Loans.

501.03 Key Principal/Sponsor Experience

☑ Requirements

You must ensure that the Key Principal or Sponsor has owned or operated Seniors Housing Properties of commensurate type, size, and service level as the Property.

Section 502 Eligible Properties

502.01 Eligible Properties

☑ Requirements

You must ensure that a Seniors Housing Property has the following design features:

- convenience features for the elderly in all units, such as grab bars in the bathrooms and emergency pull-cords or equivalent safety items;
- a fully operational sprinkler system throughout each level of each building (including all units and common areas), regardless of local building code or other governmental requirements;
- a commercial kitchen for preparing meals for residents;
- kitchens or kitchenettes containing a refrigerator, microwave or comparable cooking element, and sink in each Independent Living unit, and also in, each Assisted Living unit if consistent with the market; and
bathrooms in each Independent Living and Assisted Living unit.

502.02 Ineligible Properties

☑ Requirements

Fannie Mae will not purchase any Mortgage Loan secured by a Seniors Housing Property that:

☑ is comprised of only Skilled Nursing units; or
☑ does not meet the Skilled Nursing NCF Test per Part III, Chapter 5: Seniors Housing Properties, Section 504.02: Skilled Nursing NCF Test.

Section 503 Continuing Care Retirement Communities (CCRCs)

☑ Requirements

You must ensure that a CCRC has:

☑ had at least 90% physical occupancy for each of the past 5 fiscal years;
☑ debt service reserves equal to at least 1 year of P&I; and
☑ a DSCR of at least 1.00 based on annualized rent collections and operating expenses, excluding net entrance fees.

For any CCRC with an entrance fee, your underwriting must include a summary and analysis of the following:

☑ actuarial report (including a copy of the report);
☑ range and weighted average of entrance fees offered at the Property, which must be within the range of median home values in the local market;
☑ entrance fee refund plans (for example, full, partial, declining, non-refundable);
☑ required entrance fee reserve;
☑ whether the entrance fee reserve can be assigned as collateral for the Mortgage Loan;
☑ net entrance fee income (collections minus refunds) for the past 5 years;
☑ sufficiency of the entrance fee reserve;
☑ market analysis of entrance fees;
☑ underwritten net entrance fee income;
☑ historical annual resident turnover;
required operating reserves;
whether the operating reserves can be assigned as collateral for the Mortgage Loan;
identity of all governmental authorities that license the Property and Seniors Housing Operator; and
status of each required license.

Section 504 Seniors Housing Property Income

504.01 Underwritten NCF

☑ Requirements

You must use the following table to calculate Underwritten NCF for Seniors Housing Properties.

<table>
<thead>
<tr>
<th>REQUIRED UNDERWRITTEN NCF (SENIORS HOUSING PROPERTY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>
| 3    | PLUS     | Skilled Nursing income actual trailing 12-month collections for Skilled Nursing units (if 12-month collections are not available, then actual trailing 6-month collections (annualized)).

  1

| 4    | PLUS     | To the extent deducted as an operating expense, rents for other non-revenue units (e.g., model units deducted in the model apartment operating expense in the general and administrative category, or actual rent from employee units deducted in the employee operating expense in the payroll and benefits category). |
| 5    | MINUS    | Physical vacancy market rents for vacant units based on a current rent roll (multiplied by 12). |

EQUALS
GROSS POTENTIAL RENT (GPR)
### REQUIRED UNDERWRITTEN NCF (SENIORS HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>MINUS</td>
<td>Concessions the aggregate amount of forgone residential rental income resulting from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc. &lt;sup&gt;2&lt;/sup&gt;</td>
</tr>
<tr>
<td>7</td>
<td>MINUS</td>
<td>Bad debt the aggregate amount of unpaid rental income determined to be uncollectable: include any adjustments to other income for bad debt. &lt;sup&gt;2&lt;/sup&gt;</td>
</tr>
</tbody>
</table>

**EQUALS** NET RENTAL INCOME (NRI)<sup>1</sup>

---

1 Skilled Nursing income must not be grossed up to 100% before the 20% deduction is applied. An additional 20% is taken off the Skilled Nursing income.

2 The total of Items 5, 6, and 7 must equal the greater of:

- the difference between the trailing 3-month net rental collections (annualized) and the GPR; or
- the following percentages:
  - Independent Living: if the percentage of Independent Living units is greater than 50%, then use 5% of GPR.
  - Assisted Living (60 total units or more): if the percentage of Assisted Living units or the combined percentage of Assisted Living and Alzheimer’s/Dementia Care units is 50% or greater, then use 5% of GPR.
  - Assisted Living (less than 60 total units): if the percentage of Assisted Living units or the combined percentage of Assisted Living and Alzheimer’s/Dementia Care units is 50% or greater, then use 10% of GPR.
  - Alzheimer’s/Dementia Care: if the percentage of Alzheimer’s/Dementia Care units is 100%, then use 10% of GPR.
  - Skilled Nursing units: use 20% of collections based on the trailing period used in determining Skilled Nursing income in Item 3.

You must determine if NRI declined per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and adjust Underwritten NRI as required.

### CALCULATION OF ASSISTED LIVING SERVICE INCOME AND OTHER INCOME

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>PLUS</td>
<td>Trailing 12-month nursing/medical income (includes Assisted Living service income).</td>
</tr>
</tbody>
</table>
# REQUIRED UNDERWRITTEN NCF (SENIORS HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>PLUS</td>
<td>Trailing 12-month ancillary income attributable to Skilled Nursing units, if applicable.</td>
</tr>
<tr>
<td>10</td>
<td>PLUS</td>
<td>Trailing 12-month other income for second resident fees, meals, tray service, laundry, special transportation, community fees, parking revenue, and any other income.</td>
</tr>
</tbody>
</table>

## CALCULATION OF NET ENTRANCE FEE INCOME

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>PLUS</td>
<td>Net entrance fee income associated with CCRCs resident entrance fee collections minus entrance fee refunds, but not more than the annualized average of the trailing 60-months of net entrance fee income.</td>
</tr>
</tbody>
</table>

## CALCULATION OF COMMERCIAL INCOME

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>PLUS</td>
<td>Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable).</td>
</tr>
<tr>
<td>13</td>
<td>MINUS</td>
<td>10% of the actual commercial income.³</td>
</tr>
</tbody>
</table>

**EQUALS** EFFECTIVE GROSS INCOME (EGI)

³If net commercial income is greater than 20% of EGI, then reduce to 20% of EGI.

## CALCULATION OF OPERATING EXPENSES
### REQUIRED UNDERWRITTEN NCF
#### (SENIORS HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 14   | MINUS    | Line-by-line stabilized operating expenses.  

Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a lease-up, rehabilitation, or other short-term positive or negative factors. Non-recurring, extraordinary operating expenses must not be included.

You must assess:

- past operating history;
- the appraisers expense analysis;
- all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and
- the Borrowers budget (in the case of an acquisition).

You must analyze historical operations at the Property and apply an appropriate increase over the prior years operations in determining an estimate.

| 15   | MINUS    | Property management fee equal to the greatest of:  

- 5% of EGI;
- actual property management fee (exclude any portion of a non-arms-length property management fee that is subordinated to the Mortgage Loan); or
- market property management fee.
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>MINUS</td>
<td>Real estate taxes based on the greatest of:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• actual future tax bill(s) covering a full calendar year;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• in California, the greater of the Mortgage Loan amount or the assessed value, multiplied by the millage rate, plus any special assessments.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>You must consider any automatic tax reassessment upon acquisition in the next 12-month period.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If the Property has real estate tax abatements, exemptions, or deferrals, they must:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• be in effect at closing, per written documentation from the state or local tax assessor; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• survive a foreclosure on the Mortgage Loan such that Fannie Mae or a subsequent owner will retain the abatement, exemption, or deferral benefit (i.e., it is tied to the Property and not the owner).</td>
</tr>
</tbody>
</table>
### REQUIRED UNDERWRITTEN NCF (SENIORS HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 16   | MINUS    | If the timeframe for the real estate tax abatement, exemption, or deferral is shorter than the Mortgage Loan term, you must consider  

- a Bifurcated Mortgage Loan structure (i.e., 2 notes secured by a single first Lien Security Instrument),  
- an amortization schedule that accommodates the elimination of the abatement, or  
- providing clear justification and support in the refinance analysis.  

If the Property is located in New York City and subject to the J-51 Tax Incentive Program where the Borrower has decontrolled rent-stabilized units (a Decontrol Event), you must adjust the current rents to reflect no rent decontrol benefits:  

- Calculate the base rent as the rent amount per unit before the Decontrol Event date.  
- Use the base rent for each applicable unit to determine the Gross Rental Income.  
- Increase the base rent by the appropriate percentage allowed under New York City Rent Stabilization laws per annum through the present rent roll date. |
| 17   | MINUS    | Insurance equal to:  

- the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or  
- 110% of the current expense, for insurance policies with a remaining term less than 6 months. |
| 18   | MINUS    | Room expense housekeeping, if applicable. |
| 19   | MINUS    | Meals expense, if applicable. |
REQUARED UNDERWRITTEN NCF
(SENIORS HOUSING PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>MINUS</td>
<td>Utilities, water and sewer, repairs and maintenance, payroll and benefits, advertising and marketing, professional fees, general and administrative, ground rent, and all other expenses per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis.</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI)</td>
</tr>
<tr>
<td>21</td>
<td>MINUS</td>
<td>Replacement Reserve expense per Part III, Chapter 5: Seniors Housing Properties, Section 505: Replacement Reserve.</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>UNDERWRITTEN NCF</td>
</tr>
</tbody>
</table>

504.02 Skilled Nursing NCF Test

☑ Requirements

Fannie Mae will not purchase any Mortgage Loan if the Skilled Nursing NCF is more than 20% of the Property's NCF.

You must:

- Calculate the Skilled Nursing NCF at underwriting to determine if the Property will meet this Skilled Nursing NCF test.
- Retest all Properties with Skilled Nursing units annually after closing to ensure compliance.
- Contact the Fannie Mae Deal Team to ensure the Loan Documents for any transaction with Skilled Nursing units include appropriate modifications.

The Skilled Nursing NCF test is a Property-specific test. You must separately test a Property with Skilled Nursing units, if the Mortgage Loan is

- secured by multiple Properties, or
- cross-defaulted or cross-collateralized with another Mortgage Loan.

You must use the following table to calculate the Skilled Nursing NCF.
### Required Skilled Nursing NCF and Percentage (Seniors Housing Property)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minus</td>
<td>SKILLED NURSING INCOME actual trailing 12-month collections for Skilled Nursing units (if 12-month collections are not available, then actual trailing 6-month collections (annualized)).</td>
</tr>
<tr>
<td>2</td>
<td>Minus</td>
<td>20% of collections based on the trailing period used in determining the Skilled Nursing income.</td>
</tr>
<tr>
<td>3</td>
<td>Plus</td>
<td>Ancillary income attributable to Skilled Nursing units.</td>
</tr>
<tr>
<td></td>
<td><strong>EQUALS</strong></td>
<td>SKILLED NURSING EFFECTIVE GROSS INCOME (EGI)</td>
</tr>
</tbody>
</table>

### Skilled Nursing Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Minus</td>
<td>Fixed expenses greater of actual or allocated fixed expenses (e.g., real estate taxes, liability insurance, etc.) for Skilled Nursing units.</td>
</tr>
<tr>
<td>5</td>
<td>Minus</td>
<td>Variable operating expenses for Skilled Nursing units.</td>
</tr>
<tr>
<td></td>
<td><strong>EQUALS</strong></td>
<td>SKILLED NURSING NCF</td>
</tr>
</tbody>
</table>

6 Divided by Underwritten NCF per Part III, Chapter 5: Seniors Housing Properties, Section 504.01: Underwritten NCF.

**504.03 Operating Lease Ratios**

**Requirements**

If the Seniors Housing Operator

- does not have any direct or indirect ownership interest in the Borrower or the Key Principal, or
- is not a Person Controlled by, under common Control with, or which Controls, the Borrower or Key Principal, then you must ensure that the
Property meets the following ratios:

<table>
<thead>
<tr>
<th>Ratios</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Lease Coverage Ratio</td>
<td>The minimum underwriting ratios for Underwritten NCF to current year operating lease payments are:</td>
</tr>
<tr>
<td></td>
<td>• 1.10 for Seniors Housing Properties where more than 50% of the units are Independent Living units; and</td>
</tr>
<tr>
<td></td>
<td>• 1.15 for Seniors Housing Properties where 50% or more of the units are Assisted Living, Alzheimers/Dementia Care, or Skilled Nursing units.</td>
</tr>
<tr>
<td>Operating Lease Payment to Debt Service Payment Ratio</td>
<td>The minimum underwriting ratios of the current year operating lease payments to the underwritten fixed rate debt service payments are:</td>
</tr>
<tr>
<td></td>
<td>• 1.15 for Seniors Housing Properties where more than 50% of the units are Independent Living units; and</td>
</tr>
<tr>
<td></td>
<td>• 1.20 for Seniors Housing Properties where 50% or more of the units are Assisted Living, Alzheimers/Dementia Care, or Skilled Nursing units.</td>
</tr>
</tbody>
</table>

504.04 Operating Lease Analysis

☑ Requirements

Before finalizing the Loan Documents, you must:

☑ Obtain a copy of each management agreement, operating lease, master lease, and sublease including all exhibits and amendments.

☑ Upload into DUS Gateway a completed Seniors Housing Operating Lease Review Checklist (Form 6487.SRS) that analyzes the

☑ underwriting and legal aspects of each lease and its impact on the operations of the Property, and

☑ obligations of the Borrower, each Guarantor, and the Seniors Housing Operator under the Loan Documents.

Section 505 Replacement Reserve

☑ Requirements
The minimum Replacement Reserve amount must equal the greatest of:

- the amount calculated per Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve;
- $300 per unit per year for a Property with no Skilled Nursing units; or
- $450 per unit per year for a Property with any Skilled Nursing units.

### Section 506 Medicaid Funds

#### 506.01 Dependency and Medicaid Transition Reserve

- **Requirements**

  You must analyze the EGI to determine the percentage derived from payments under a Medicaid provider agreement with a government authority or managed care organization (Medicaid Funds).

- **Operating Procedures**

  If more than 20% of the EGI is derived from Medicaid Funds, Fannie Mae may require that you

  - establish a Medicaid transition reserve account, and/or
  - enter into an account control agreement with the Borrower.

  If Fannie Mae requires a Medicaid transition reserve, you must:

  - determine the appropriate amount of the reserve by considering the reimbursement rates of the government authority or managed care organization, and the percentage of Medicaid-supported residents at the Property;
  - ensure that the Borrower sufficiently funds the reserve; and
  - use the Modifications to Multifamily Loan and Security Agreement (Medicaid Transition Reserve) (Form 6237.SRS) and Modifications to Multifamily Loan and Security Agreement – Addenda to Schedule 2 – Summary of Loan Terms (Medicaid Transition Reserve) (Form 6102.21.SRS).

  If Fannie Mae requires an account control agreement, you must

  - require the Borrower to deposit the Medicaid Funds into a controlled account,
  - include in the agreement an acknowledgement of Fannie Mae’s first Lien.
506.02 State Medicaid

☑ Requirements

The Property must be located in a state that has a

- Medicaid waiver in place, or
- Medicaid plan that allows for the payment of services and housing costs from Medicaid Funds.

You must document the Medicaid waiver or plan and demonstrate that it allows for the payment of services performed, and housing costs incurred, at the Property.

Section 507 Consultant Reports

507.01 Management, Operations, and Regulatory Compliance

☑ Requirements

You must engage a third-party professional to analyze the Property's management, operations, and regulatory compliance.

The third-party professional you select must have:

- been in good standing for the past 5 years as a licensed administrator, licensed practical nurse, or registered nurse; and
- at least 5 years of experience with
  - the operation of Seniors Housing Properties, and
  - regulatory matters affecting Seniors Housing Properties.

You must assess and summarize the information presented and conclusions reached by the third-party professional.

507.02 Management and Operations Reports

☑ Requirements

You must obtain management and operations reports for the Property that assess:

- competency, performance, and experience of management at the
corporate, regional, and Property levels;

- qualifications of key personnel,
  - noting their experience and length of time in current positions at the Property, and
  - including copies of available resumes;

- hiring and screening practices and personnel policies (such as employee handbooks, orientation materials, initial and in-service training materials, available resources);

- staffing levels, composition, and qualifications;

- risk management policies and procedures, including an analysis of the backgrounds of individuals employed to handle insurance and risk management matters;

- policies and procedures supporting and aligning resident services;

- availability and use of home health services, including whether
  - home health services are available,
  - home health services are provided by the Borrower, the Seniors Housing Operator, an Affiliate of the Borrower or the operator, or a third party, and
  - the home services provider leases space at the Property;

- policies and procedures for documenting residents’ well-being (such as periodic resident assessments, tracking the general health condition of each resident, resident safety and evacuation plans);

- content of the admission application and the residency or lease agreement;

- resident turnover data;

- availability of replacements for the Seniors Housing Operator; and

- overall management and operations, including an analysis and detailed recommendations for any other matters material to the ownership, operation, or management of the Property.

507.03 Regulatory Compliance Report

☑ Requirements

You must obtain a Regulatory Compliance Report for all licensed Seniors Housing Properties. The report must include the following information as of the date of the report:

- identity of all government authorities with jurisdiction over the Property and each authority’s definition of the level of care permitted at the
Property;

- summary and copies of all government surveys conducted during the past 3 years, including
  - a summary and analysis of all deficiencies identified in the surveys,
  - the severity of these deficiencies, and
  - the correction plans for all deficiencies, whether corrected or outstanding;

- summary and analysis of all enforcement actions during the past 3 years resulting from a state survey inspection (such as a probationary license or ban on admissions), together with a summary and analysis of any remedial plan of action;

- photocopies of all regulatory permits, licenses, and certificates;

- state staffing requirements;

- summary of the status of any federal, state, or local proposed regulations (or amendments to existing regulations) that could affect the Property or any aspect of the Seniors Housing industry;

- summary of the regulatory and licensing procedures required to change Property ownership, any service provider, the authority to operate, or the management of the Property, and this summary must
  - identify the changes that require advance notice and/or prior approval from the relevant government authority, and
  - describe any advance notice requirements, such as timing, required recipients, and required notice content;

- if the Borrower or Seniors Housing Operator participates in
  - the state’s Medicaid waiver program, or
  - another third-party subsidy program,
  - an assessment of the risk to the Property’s operations if the program is discontinued;

- identification and analysis of any special insurance requirements of government authorities (such as workers compensation insurance or medical director professional liability insurance);

- copies of the sources and references used to complete this report; and

- overall assessment of regulatory matters affecting the Property, including an analysis and detailed recommendations for any other matters material to the ownership, operation, or management of the Property.
## Chapter 6 Manufactured Housing Communities

### Section 601 Description

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>An MH Community is a residential real estate development with lots on which Manufactured Homes are located, together with amenities, utility services, landscaping, roads, and other infrastructure.</td>
</tr>
</tbody>
</table>

### Section 602 Lender Eligibility

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>You must be approved in writing to Deliver MH Community Mortgage Loans.</td>
</tr>
</tbody>
</table>

### Section 603 Legal and Property Compliance

#### 603.01 Borrower and the MH Community

##### 603.01A Borrower Ownership

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Borrower is a non-profit entity, then you must ensure that each of the following complies with Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals:</td>
</tr>
<tr>
<td>- the Borrower;</td>
</tr>
<tr>
<td>- Key Principals;</td>
</tr>
<tr>
<td>- Guarantors; and</td>
</tr>
<tr>
<td>- Principals.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Borrower is a non-profit entity, you may reimburse the Borrower from the Origination Fee for up to a combined total of $10,000 for the cost of any required MH Community Mortgage Loan third-party reports (e.g., Appraisal, Environmental Site Assessment).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fannie Mae will reimburse the cost of any third-party report within 2 months after the delivery of the Mortgage Loan. To receive reimbursement, you must:</td>
</tr>
</tbody>
</table>
request an invoice from the vendor with the report cost listed as a separate line item from any ancillary charges (Fannie Mae will not reimburse other costs such as fees for expediting a report);

within 1 month after the Mortgage Loan Origination Date:

- complete Form 4829, detailing the Lender’s information, the commitment number or loan number, Property information, wiring instructions, and listing the third-party cost as “Other” (note that any fields related to servicing may be left blank); and

- manually sign or e-sign Form 4829, scan or save it as a PDF file, and email the signed PDF Form 4829 and the third-party report invoice to: mhc_report_reimbursement@fanniemae.com.

603.01B Collateral; Borrower-Owned Homes and Affiliate-Owned Homes

Requirements

The collateral for an MH Community Mortgage Loan consists of

- the MH Community's land and infrastructure,
- the rents for the MH Sites, and
- any other Borrower-owned property used for the MH Community.

The percentage of Borrower-owned Manufactured Homes must not exceed 35%. If the percentage of Borrower-owned Manufactured Homes is greater than 25%, then:

- the Borrower’s business plan must reflect the conversion of the Manufactured Homes to owner-occupied over time; and

- on-going business related to the sale, financing, or rental of a Manufactured Home located on the Property must be performed by an Affiliate.

If any Affiliate-Owned Manufactured Homes are leased to tenants of an Affiliate of either the Borrower or a Key Principal, then:

- The lease must be at a market rate rent.

- If the tenant’s rent payment includes both the rent for the Affiliate-Owned Manufactured Home and the rent for the MH Site, then either:
  - the check must be payable to and deposited by the Borrower, which must pay all required P&I, and escrows before remitting the rent payment to the Affiliate; or
  - you must consider whether it is appropriate to require a lockbox arrangement with the Borrower and the Affiliate
into which all rent checks for the Manufactured Homes and MH Sites must be deposited, and

— from which you can control the disbursement of funds for P&I, required escrows, and the Manufactured Home rentals, with the remainder disbursed to the Borrower.

603.01C  MH Community

Requirements

An MH Community Mortgage Loan must be secured by a first priority Lien on an MH Community that:

- has a minimum of 50 MH Sites;
- is made up of contiguous parcels or, if the MH Community is made up of Non-Contiguous Parcels, then:
  - all parcels are located within the same MSA; and
  - each separate parcel (individually), and all Non-Contiguous Parcels (together), comply with the Guide; and
- achieves at least a Level 3 Quality Rating per the Manufactured Housing Community Quality Rating Standards table in Part III, Chapter 6: Manufactured Housing Communities, Section 603.02: MH Community Score.

An MH Community must be served by either

- public underground utilities, or
- private sewage treatment plants, septic systems, and private water wells which are:
  - common for the market;
  - owned by the Borrower or an Affiliate; and
  - in compliance with all applicable government requirements.

Guidance

The Mortgage Loan may be secured by either an Age-Restricted MH Community or an All-Age MH Community.

You should consider the following:

- For an MH Community that is more than 25 years old, does the Borrower have a plan for placing new Manufactured Homes in the MH Community
as MH Sites with older Manufactured Homes are vacated?

- Are the landscaping and entrance signage high quality and well maintained?

- For an MH Community served by a private sewage treatment plant, septic system, or a private water well, then:
  
  - Address the availability and cost of obtaining a backup source for water if the MH Community has a private water well.
  
  - Ensure that the operator of the facility, including its employees and contractors, meet all applicable government requirements to perform ongoing operation and maintenance.
  
  - If the operator is an employee of the Borrower, identify a local, qualified vendor that could be retained if substitute services are needed.
  
  - Exercise reasonable due diligence, including contacting municipal agencies, to confirm that
    
    - the MH Community’s connection to a municipal system has not been mandated, and
    
    - no mandate is expected to occur during the term of the Mortgage Loan.
  
  - If hookup is imminent, determine if an escrow for the cost is appropriate.

### 603.02 MH Community Score

**Requirements**

You must determine the MH Community Score using the MH Community Quality Rating Standards table. The overall MH Community Quality Rating is based on the lowest rating for any 1 characteristic.

The MH Community must:

- meet a Level 3 Quality Rating; or

- achieve most of the minimum Quality Rating characteristics and either
  
  - the unsatisfactory characteristics are not materially detrimental to the performance, overall appearance, desirability, and quality of the MH Community, or

  - any failed characteristic must be remediated as a Completion/Repair item.
<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Level 3 Quality Rating</th>
<th>Level 4 Quality Rating</th>
<th>Level 5 Quality Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Streets</td>
<td>Paved Roads.</td>
<td>Same as Level 3.</td>
<td>Rolled curbs (if warranted by layout/drainage needs).</td>
</tr>
<tr>
<td>Home Sites</td>
<td>• Area under the Manufactured Homes consists of concrete, crushed rock, or dirt. • Entry to the Manufactured Homes is through a patio or porch. • Manufactured Homes are supported by stacks of hollow concrete block or steel pier systems along the main beams (with ground anchors and steel straps holding the frame against movement) that meet local and state requirements.</td>
<td>Same as Level 3 with at least 60% of MH Sites having commercial grade porch/cabanas or patios.</td>
<td>Same as Level 3 with all MH Sites having commercial grade porch/cabanas or patios.</td>
</tr>
<tr>
<td>Characteristic</td>
<td>Level 3 Quality Rating</td>
<td>Level 4 Quality Rating</td>
<td>Level 5 Quality Rating</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Minimum Standard</td>
<td>Minimum Standard applies (except as detailed)</td>
<td>Level 4 applies (except as detailed)</td>
<td></td>
</tr>
<tr>
<td>Site Size</td>
<td>Preference for 50% doublewide MH Sites, however you have delegated discretion on the percentage of doublewide sites as long as the MH Community is competitive with a clear market demand for singlewide MH Sites.</td>
<td>Same as Level 3.</td>
<td>Minimum 50% doublewide MH Sites.</td>
</tr>
<tr>
<td>Density</td>
<td>Density reflects the norm for the Property market. Generally, maximum density is 12 MH Sites per acre, however you have delegated discretion to determine the typical density in your market.</td>
<td>Density reflects the norm for the Property market. Generally, maximum density is 7 MH Sites per acre, or 10 MH Sites per acre if developed before 2000.</td>
<td>Same as Level 4.</td>
</tr>
<tr>
<td>Characteristic</td>
<td>Level 3 Quality Rating</td>
<td>Level 4 Quality Rating</td>
<td>Level 5 Quality Rating</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Skirts/Hitches</td>
<td>100% of the Manufactured Homes are professionally skirted, with hitches covered or removed. You can meet this requirement through a Completion/Repair Agreement.</td>
<td>Same as Level 3.</td>
<td>All of the Manufactured Homes are professionally skirted, with hitches removed.</td>
</tr>
<tr>
<td>Parking</td>
<td>Minimum of 2 on-or off-street parking spaces per MH Site that are properly maintained, paved, concrete, or gravel (if common in the market). You have delegated discretion to determine compliance based on prevailing market conditions, subject to local ordinances.</td>
<td>Same as Level 3.</td>
<td>2 paved off-street parking spaces per MH Site.</td>
</tr>
</tbody>
</table>
### Manufactured Housing Community Quality Rating Standards

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Level 3 Quality Rating</th>
<th>Level 4 Quality Rating</th>
<th>Level 5 Quality Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Standard</td>
<td>Minimum Standard applies (except as detailed)</td>
<td>Level 4 applies (except as detailed)</td>
<td></td>
</tr>
<tr>
<td>Amenities</td>
<td>Not required, but amenity package should be competitive based on market comparables.</td>
<td>Competitive amenity package required.</td>
<td>High quality amenity package competitive with other high-quality MH Communities.</td>
</tr>
</tbody>
</table>

#### 603.03 Code Standards

**Requirements**

You must determine if all Manufactured Homes in the MH Community meet the requirements of the Federal Manufactured Home Construction and Safety Standards of 1974 (HUD Code) (42 USC Chapter 70; 24 CFR Part 3280), as amended.

**Guidance**

Fannie Mae may allow pre-HUD Code Manufactured Homes if:

- they are Borrower-owned homes or Affiliate-Owned Homes that comply with local codes with no identified life safety issues,
- the Borrower certifies, and the Loan Documents reflect that no additional pre-HUD Code homes will be added to the MH Community during the term of the Mortgage Loan, and
- you document the number of pre-HUD Code homes.

#### 603.04 Flood Zone

**603.04A Rising Water**

**Requirements**

For an MH Community located in a flood zone with rising water (e.g., flood water that quickly dissipates and flood zone A or AE) you must ensure the
Borrower notifies all Homeowners and all tenants of Borrower-owned or Affiliate-Owned Homes occupying an MH Site located in the flood zone before the Mortgage Loan Origination Date.

### For Manufactured Homes located in a rising water flood zone...

<table>
<thead>
<tr>
<th>If you</th>
<th>Then:</th>
</tr>
</thead>
</table>
| • do not know the base flood elevation for the flood zone (e.g., flood zone A), or  
• know that the living floor levels are below the base flood elevation | • you must calculate the Underwritten DSCR excluding the site rent for Manufactured Homes with living floor levels within the flood zone; and  
• if the resulting Underwritten DSCR decreases to more than 10 basis points below the minimum Tier 2 standard, you cannot underwrite the site rent for those Manufactured Homes. |

#### 603.04B Moving Water

**Requirements**

For an MH Community located in a flood zone with the potential for flooding due to moving water (e.g., typically in flood zone A and AE and located next to a stream, river, etc.), you must ensure:

- your underwriting assumes that MH Sites located in the flood zone are considered non-income producing MH Sites; and
- the Borrower notifies all Homeowners and all tenants of Borrower-owned or Affiliate-Owned Homes occupying an MH Site located in the flood zone before the Mortgage Loan Origination Date.

#### 603.05 Lease Terms

##### 603.05A Master Leases

**Requirements**

You must ensure there are no master lease arrangements affecting any of the MH Sites.

##### 603.05B MH Site Leases
☐ Requirements

Leases must be in writing and must not contain an option to purchase the MH Site.

➡️ Guidance

You may reimburse the Borrower from the Origination Fee for up to a combined total of $10,000 for the cost of any required third-party reports if the Borrower implements all of the following tenant MH Site Lease protections for at least 50% of the MH Sites:

- 1-year renewable MH Site Lease term, unless there is good cause for nonrenewal;
- minimum 30-day written notice of rent increases;
- 5-day grace period for rent payments, and tenant’s right to cure defaults for nonpayment of MH Site Lease rent; and
- tenant’s right to:
  - sell the Manufactured Home without first relocating it out of the community;
  - sublease the Manufactured Home or assign the MH Site Lease to a buyer, as long as the buyer meets the minimum MH Community rules, regulations, and credit quality for financing consistent in the market;
  - post “for sale” signs on the Manufactured Home that comply with the MH Community Rules and Regulations;
  - sell the Manufactured Home in place within 45 days after eviction; and
  - receive notice at least 60 days before any planned sale or closure of the MH Community.

🌈 Operating Procedures

Fannie Mae will reimburse the cost of any third-party report within 2 months after the delivery of the Mortgage Loan. To receive reimbursement, you must:

- request an invoice from the vendor with the report cost listed as a separate line item from any ancillary charges (Fannie Mae will not reimburse other costs such as fees for expediting a report);
- within 1 month after the Mortgage Loan Origination Date:
  - complete Form 4829, detailing the Lender’s information, the commitment number or loan number, Property information, wiring instructions, and listing the third-party cost as “Other” (note that any
fields related to servicing may be left blank); and

- manually sign or e-sign Form 4829, scan or save it as a PDF file, and email the signed PDF Form 4829 and the third-party report invoice to mhc_report_reimbursement@fanniemae.com;

- include in the Multifamily Loan Agreement:
  
  - a Borrower representation stating the actual percentage of MH Site Leases that incorporate the required tenant protections, and a covenant to continue the tenant protections over the entire Mortgage Loan term; and
  
  - a Borrower requirement to annually submit to you:
    
    - a certified copy of the MH Community’s current Rules and Regulations;
    
    - a certified copy of the current form of Residential Leases for MH Sites;
    
    - copies of any actual Residential Leases for MH Sites you request; and
    
    - a certification of the actual percentage of MH Site Leases that include all of the required tenant protections; and

- receive a Guaranty (Payment) (Form 6020 series) from the Key Principal, guarantying the repayment (not to exceed 10% of the Mortgage Loan amount) of all pricing incentives, rebates, and fees you provided if the Borrower fails to maintain the specified percentage of MH Site Leases with all of the required tenant protections.

 Guidance

You may allow

- month-to-month lease terms,

- lease terms for up to 2 years, and

- lease terms longer than 2 years, but only if the lease provides for:
  
  - an annual rent increase sufficient to cover the current and/or projected Consumer Price Index (CPI);
  
  - the pass-through of real estate taxes over a base year;
  
  - the pass-through of any utilities provided by the Borrower; and

  - cannot result in the Manufactured Home on the MH Site being titled as real estate.
Security Instrument Modification

**603.05C**

**Requirements**

You must modify the Security Instrument to reflect the use of short-term or long-term leases.

Property Insurance

**Section 604**

**Requirements**

You must ensure that the security for an MH Community Mortgage Loan (per Part III, Chapter 6: Manufactured Housing Communities, Section 603.01B: Collateral; Borrower-Owned Homes and Affiliate-Owned Homes) complies with Part II, Chapter 5: Property and Liability Insurance.

Survey

**Section 605**

**Requirements**

If you obtain an acceptable as-built survey of the Property, it must comply with Part II, Chapter 3: Legal Compliance, Section 305: Survey.

**Guidance**

You should ensure that the survey only shows the location or dimensions of

- the individual MH Sites,
- any individual Manufactured Homes or recreational vehicles, and/or
- the related MH Site or recreational vehicle site (RV Site), piers, and/or foundations, that constitute encroachments.

Public Roadways, Private Interior Roadways, and Drives

**605.01**

**Guidance**

You should ensure that the survey accurately shows all public roadways.

For any private interior access roads, streets, drives, parking areas, visible utilities, and structures without foundations, the survey:

- does not need to show them accurately from field measurements, unless they constitute encroachments;
- should include a sketch showing their approximate location; and
may locate them by photogrammetric or other approximate methods.

### 605.02 Setbacks

#### Guidance

You should identify and show 2 different types of setbacks on the survey:
- setback restrictions shown in documents of record; and
- setbacks imposed by applicable zoning ordinances or building codes.

You should ensure that the survey:
- states that the zoning setbacks apply only to permanent buildings and not to the Manufactured Homes; and
- includes recorded references or citations to authority for the zoning setbacks, or gives the reason why this information is not available.

### 605.03 Encroachments

#### Guidance

You may show the following encroachments by a simple indicating mark (i.e., a distinctive mark or symbol identified in the legend), without indicating dimensions:
- nonpermanent outbuildings or other structures; and
- recreational vehicles that are not set upon a supporting foundation, MH Site, or pier.

### Section 606  Property Income and Underwritten NCF

#### Requirements

You must use the following table to calculate Underwritten NCF.

<table>
<thead>
<tr>
<th>REQUIRED UNDERWRITTEN NCF (MANUFACTURED HOUSING COMMUNITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>CALCULATION OF NET RENTAL INCOME</td>
</tr>
</tbody>
</table>

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### REQUIRED UNDERWRITTEN NCF
(MANUFACTURED HOUSING COMMUNITY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>GROSS RENTAL INCOME(^1) actual MH Site rents in place where Manufactured Homes are installed under leases with residents in occupancy, plus market rents for vacant MH Sites and MH Sites with vacant Manufactured Homes based on a current rent roll (multiplied by 12).</td>
</tr>
<tr>
<td>2</td>
<td>PLUS</td>
<td>To the extent deducted as an operating expense, MH Site rents for other non-revenue MH Sites, such as:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• MH Sites with model Manufactured Homes deducted in the model apartment operating expense in the general and administrative category; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• actual MH Site rent from employee Manufactured Homes deducted in the employee operating expense in the payroll and benefits category.</td>
</tr>
<tr>
<td>3</td>
<td>MINUS</td>
<td>Physical vacancy(^2)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• market rents for vacant MH Sites based on a current rent roll (multiplied by 12); and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• net rental collections for occupied MH Sites where the Manufactured Home is vacant, and the MH Site rent is paid by the MH Community owner, prior occupants, or a third party (e.g., a retail creditor).</td>
</tr>
<tr>
<td>4</td>
<td>MINUS</td>
<td>Concessions the aggregate amount of forgone residential rental income resulting from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc.(^2)</td>
</tr>
<tr>
<td>5</td>
<td>MINUS</td>
<td>Bad debt the aggregate amount of unpaid rental income determined to be uncollectable: include any adjustments to other income for bad debt.(^2)</td>
</tr>
</tbody>
</table>
**REQUIRED UNDERWRITTEN NCF**  
(MANUFACTURED HOUSING COMMUNITY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EQUALS</td>
<td>NET RENTAL INCOME (NRI)(^{3,4})</td>
</tr>
</tbody>
</table>

1Includes the MH Site rent for any Affiliate-Owned Manufactured Home or Borrower-owned Manufactured Homes, but excludes the rent (or that portion of the rent) for the Manufactured Home.

2The total of Items 3, 4, and 5 must equal the greater of

- the difference between the trailing 3-month net rental collections (annualized) and GPR, or
- 5% of GPR.

If a rent increase with verified actual collections was instituted within the trailing 3 months, then NRI may be calculated based on the trailing 1-month net rental collections (annualized).

3If NRI is greater than the trailing 1-month of actual NRI (annualized), then reduce to actual NRI.

4You must assess any decline in NRI per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis, and adjust Underwritten NRIs as required.

**CALCULATION OF OTHER INCOME**
### REQUIRED UNDERWRITTEN NCF
**(MANUFACTURED HOUSING COMMUNITY)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 6    | PLUS     | Actual other income generated through ongoing operations. The income must:  
• be stable;  
• be common in the market;  
• exclude one-time extraordinary non-recurring items; and  
• be supported by prior years.  
You must assess the individual month other income within the prior full-year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized).  
If there are fluctuations, you may use other income that exceeds the trailing 3-month other income (annualized), as long as it does not exceed the highest 1-month other income used in the trailing 3-month other income calculation. |
| 7    | PLUS     | For RV Sites with lease terms of 30 days or more, the lesser of  
• actual average net collections for the past 3 years, or  
• the current trailing 12-month RV Site rents, minus a 10% vacancy. |
| 8    | PLUS     | Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable). |
| 9    | PLUS     | Actual average RV Site rental income for RV Sites with lease terms of less than 30 days. |
| 10   | MINUS    | 10% of the actual commercial income (total of Items 8 plus 9). |
## REQUIRED UNDERWRITTEN NCF
### (MANUFACTURED HOUSING COMMUNITY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>If the average RV Site rental income for RV Sites with lease terms of 30 days or more is greater than 20% of EGI, then reduce to 20% of EGI.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>If net commercial income is greater than 10% of EGI, then reduce to 10% of EGI. Additionally, total RV Site income from Items 7 and 9 (less 10% vacancy) cannot exceed 20% of EGI.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>PLUS</td>
<td>Laundry and, vending, parking, and all other income per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis.</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>EFFECTIVE GROSS INCOME (EGI)</td>
</tr>
</tbody>
</table>

### CALCULATION OF OPERATING EXPENSES

<p>| 12   | MINUS     | Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a lease-up, rehabilitation, or other short-term positive or negative factors. Non-recurring, extraordinary operating expenses must not be included. You must assess: • past operating history; • the appraisers expense analysis; • all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and • the Borrowers budget (in the case of an acquisition). You must analyze historical operations at the Property and apply an appropriate increase over the prior years operations in determining an estimate. |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 13   | MINUS    | Property management fee equal to the greatest of:  

- 3% of EGI;  
- actual property management fee (exclude any portion of a non-arms length property management fee that is subordinated to the Mortgage Loan); or  
- market property management fee. |
| 14   | MINUS    | Real estate taxes based on the greatest of:  

- actual future tax bill(s) covering a full calendar year;  
- prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or  
- in California, the greater of the Mortgage Loan amount or the assessed value, multiplied by the millage rate, plus any special assessments.  
You must consider any automatic reassessment upon acquisition in the next 12-month period, and include ad valorem taxes for Borrower-owned Manufactured Homes. |
| 15   | MINUS    | Insurance equal to:  

- the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or  
- 110% of the current expense, for insurance policies with a remaining term less than 6 months. |
| 16   | MINUS    | Utilities, water and sewer, repairs and maintenance, payroll and benefits, advertising and marketing, professional fees, general and administrative, ground rent, and all other expenses per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |
### REQUIRED UNDERWRITTEN NCF
(MANUFACTURED HOUSING COMMUNITY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EQUALS</td>
<td>UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI)</td>
</tr>
<tr>
<td>17</td>
<td>MINUS</td>
<td>Replacement Reserve expense per Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve, with a minimum annual amount of $25 per MH Site.</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>UNDERWRITTEN NCF</td>
</tr>
</tbody>
</table>

### Section 607
Replacement Reserve

- **Requirements**

If the Replacement Reserve determined by the Property Condition Assessment is more than $75 per MH Site, full funding of the Replacement Reserve is required per Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve.
Chapter 7  Multifamily Affordable Housing Properties

Section 701  Generally

<table>
<thead>
<tr>
<th>701.01 Description</th>
</tr>
</thead>
</table>

**Requirements**

An MAH Property is a Property that is encumbered by a regulatory agreement, land use restriction agreement, extended use agreement, or similar restriction (an Affordable Regulatory Agreement) that

- limits rents that can be charged to tenants, or
- imposes income limits on tenants.

An Affordable Preservation Transaction is any transaction involving an MAH Property that:

- currently has rent or income restrictions meeting the eligibility criteria of an MAH Property, but the Property is potentially at risk of being lost from the affordable housing inventory through conversion to market-rate housing;
- is not receiving new LIHTC; and
- is being acquired or refinanced, but excludes a Mortgage Loan paying off the initial construction loan.

Section 702  MAH Property Eligibility

| 702.01 Eligible Characteristics and Underwriting |

**Requirements**

You must ensure that an MAH Property has rent or income restrictions that meet or exceed 1 of the following:

- **20% @ 50%**: at least 20% of all units have rent or income restrictions in place making them affordable to households earning no more than 50% of AMI as adjusted for family size.
- **40% @ 60%**: at least 40% of all units have rent or income restrictions in place making them affordable to households earning no more than 60% of AMI.
AMI as adjusted for family size (except for New York City, where at least 25% of all units have rent or income restrictions in place, making them affordable to households earning no more than 60% of AMI as adjusted for family size).

- **Section 8 HAP contract:** at least 20% of all units are subject to a project-based HAP contract.

- **Special Public Purpose:** the Property
  - is subject to an Affordable Regulatory Agreement imposed by a government entity, containing other rent and/or income restrictions,
  - has rent or income restrictions that meet or exceed **20% @ 80%:** at least 20% of all units have rent or income restrictions in place making them affordable to households earning no more than 80% of AMI as adjusted for family size, and
  - meets a noteworthy special public purpose.

- **Self-Imposed Restrictions:** Even though a government entity generally imposes rent or income restrictions, the Borrower may voluntarily self-impose such restrictions to preserve multifamily affordable housing. These restrictions must:
  - be placed on record against the Property;
  - remain in place beyond the Mortgage Loan Maturity Date; and
  - be monitored by you or a government entity annually to ensure the Property’s compliance.

**Guidance**

An MAH Property may also:

- be subject to FHA Risk Sharing;
- be financed using tax-exempt Bonds;
- receive LIHTC under Section 42 of the Internal Revenue Code, and its related U.S. Treasury regulations;
- be subject to inclusionary zoning (e.g., targeting certain income levels or employees of certain firms or institutions, etc.) or resale restrictions; or
- receive other state, local or federal subsidies which are conditioned on the affordability of some or all of the units in the Property, including Rural Housing Service (RHS) Section 515 Loans, and Loans insured under Section 202 or Section 236 of the National Housing Act.

**Requirements**
You must:

- Reflect the impact of the rent or income restrictions in your underwriting.
- Maintain a copy of the applicable Affordable Regulatory Agreement or Property restrictions in your Servicing File.

### 702.02 Ineligible Characteristics and Underwriting

#### Requirements

You must not underwrite or price the Property as an MAH Property if it:

- has less than 3 years of rent or income restrictions remaining on the Affordable Regulatory Agreement; and
- is expected to transition to market rents during the term of the Mortgage Loan.

### Section 703 Property Income and Underwriting

#### 703.01 Underwritten NCF

#### Requirements

You must use the following table to calculate Underwritten NCF.

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>CALCULATION OF NET RENTAL INCOME</strong></td>
</tr>
</tbody>
</table>
### REQUIRED UNDERWRITTEN NCF  
**MULTIFAMILY AFFORDABLE PROPERTY**

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1    | **GROSS RENTAL INCOME**  
the least of: |
|      | • rents permitted under any federal, state, or local subsidy program applicable to the Property, as adjusted for AMI, family size, and number of bedrooms in a unit, and reductions for the applicable utility allowances;  
• rents permitted under any restrictive covenants, subordinate financing requirements, or an Affordable Regulatory Agreement recorded on the Property; or  
• actual rents in place for occupied units, plus the lesser of  
  - market rents, or  
  - permitted rents, described above for vacant units based on a current rent roll (multiplied by 12). |
|      |  
You must include incremental HAP contract income as described in Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 707.01: Properties with Both HAP Contracts and LIHTC Units. |
| 2    | **PLUS**  
To the extent deducted as an operating expense, rents for other non-revenue units (e.g., model units deducted in the model apartment operating expense in the general and administrative category, or actual rent from employee units deducted in the employee operating expense in the payroll and benefits category). |
| 3    | **MINUS**  
Physical vacancy applicable actual rents for vacant units and MAH unit type (e.g., 20% @ 50%, 40% @ 60%, or HAP contract) based on a current rent roll (multiplied by 12).¹ |

|          | **EQUALS**  
GROSS POTENTIAL RENT (GPR) |
### REQUIRED UNDERWRITTEN NCF
(MULTIFAMILY AFFORDABLE PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>MINUS</td>
<td>Concessions the aggregate amount of forgone residential rental income resulting from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc.).¹</td>
</tr>
<tr>
<td>5</td>
<td>MINUS</td>
<td>Bad debt the aggregate amount of unpaid rental income determined to be uncollectable: include any adjustments to other income for bad debt.¹</td>
</tr>
</tbody>
</table>

**EQUALS** NET RENTAL INCOME (NRI)²

1 The total of Items 3, 4, and 5 must equal the greater of

- the difference between the trailing 3-month net rental collections (annualized) and GPR, or
- either
  - 5% of GPR, or
  - 3% of GPR if:
    - the Property is located in a Strong Market per Form 4660;
    - the Property has a HAP contract that will expire after the Maturity Date; and
    - the economic vacancy (i.e., the total of Items 3, 4, and 5) is supported by current and 3 years of historical economic vacancy data.

2 You must assess whether there was any decline in NRI per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis.

CALCULATION OF OTHER INCOME³
### REQUIRED UNDERWRITTEN NCF
(MULTIFAMILY AFFORDABLE PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 6 | PLUS | Actual other income (except premiums and corporate premiums) generated through ongoing operations. The income must:  
• be stable;  
• be common in the market;  
• exclude one-time extraordinary non-recurring items; and  
• be supported by prior years.  
You must assess the individual month other income within the prior full-year operating statement or, at a minimum, an operating statement covering at least the trailing 6 months (annualized).  
If there are fluctuations, you may use other income that exceeds the trailing 3-month other income (annualized), as long as it does not exceed the highest 1-month other income used in the trailing 3-month other income calculation. |

3 If premiums or corporate premiums are applicable for a particular MAH Property, inclusion of premium income is permitted consistent with Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis.

### CALCULATION OF COMMERCIAL INCOME

| 7 | PLUS | Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable). |
| 8 | MINUS | 10% of the actual commercial income.\(^4\) |

4 If net commercial income is greater than 20% of EGI, then reduce to 20% of EGI.

| 9 | PLUS | Laundry and vending, parking, and all other income per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |

EFFECTIVE GROSS INCOME (EGI)  

### CALCULATION OF OPERATING EXPENSES
### REQUIRED UNDERWRITTEN NCF
(MULTIFAMILY AFFORDABLE PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 10   | MINUS    | Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by lease-ups, rehabilitation, or other short-term positive or negative factors. Non-recurring, extraordinary operating expenses must not be included. You must assess:  
• the past operating history;  
• the appraisers expense analysis;  
• all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and  
• the Borrowers budget (in the case of an acquisition).  
You must analyze historical operations at the Property and apply an appropriate increase over the prior years operations in determining an estimate. |
| 11   | MINUS    | Property management fee equal to the greatest of:  
• 4% of EGI;  
• actual property management fee (exclude any portion of a non-arms-length property management fee that is subordinated to the Mortgage Loan); or  
• market property management fee. |

5 Minimum management fee may be 3.5% of EGI (rather than 4% of EGI) provided that the:  
• underwritten management fee is at least $300 per unit;  
• actual management fee is equal to or less than the underwritten management fee; and  
• market management fees support the underwritten management fee for similarly sized properties.
### REQUIRED UNDERWRITTEN NCF (MULTIFAMILY AFFORDABLE PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 12   | MINUS    | Real estate taxes based on the greatest of:  
|      |          |   • actual future tax bill(s) covering a full calendar year;  
|      |          |   • prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or  
|      |          |   • in California, the greater of the Mortgage Loan amount or the assessed value, multiplied by the millage rate, plus any special assessments.  
|      |          | You must consider any automatic reassessment upon acquisition in the next 12-month period. |
### REQUIRED UNDERWRITTEN NCF
(MULTIFAMILY AFFORDABLE PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 12   | **MINUS**| If the Property has real estate tax abatements, exemptions, or deferrals, they must:  
• be in effect at closing (or at conversion in the case of a Forward Commitment), per written documentation from the state or local tax assessor;  
• survive a foreclosure on the Mortgage Loan such that Fannie Mae or a subsequent owner will retain the abatement, exemption, or deferral benefit as long as the rent, income, or other restrictions are maintained (i.e., it is tied to the Property and not the owner); and  
• if governed under the California Welfare Tax Exemption Program, meet the following:  
  - if a refinance, the Borrower must be in and remain in compliance with the California Welfare Tax Exemption program; or  
  - if an acquisition or a Transfer/Assumption where the Affiliate with Control of the Borrower (which is typically a non-profit entity), or the non-profit entity itself, is changing you must:  
    • escrow at least 6 months of full real estate taxes at closing which will be released after confirming that the California Welfare Tax Abatement is approved and in place at the Property;  
    • ensure that the Borrower has demonstrated experience with the California Welfare Tax Abatement Program; and  
    • ensure that the Borrower is and remains eligible for the California Welfare Tax Abatement Program. |
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 12 continued | MINUS | If the Property benefits from real estate tax abatements, exemptions, or deferrals that will not survive a Foreclosure Event, then you may use a reduced real estate tax payment only if:  
  - upon reapplying for the original underwritten tax abatement or an alternative tax abatement, Fannie Mae or a subsequent Property owner would qualify for the tax abatement;  
  - the rent or income restrictions at the Property are maintained; and  
  - you have ensured that:  
    - if a qualified non-profit entity is required to participate in the ownership structure of the MAH Property in order to qualify for the tax abatement, exemption, or deferral, a sufficient number of qualified non-profits currently operate in the market (at least 3 for an MSA with a population of less than 1 million and at least 5 for an MSA with a population of 1 million or greater), and in the event of a foreclosure, could serve in the replacement ownership structure to qualify for the tax abatement, exemption, or deferral; and  
    - the original or alternative tax abatement, exemption, or deferral has  
      - been established in the states statutes,  
      - been in effect for at least 10 years, and  
      - the Lender conducted all appropriate due diligence and confirmed that there is no material risk that the tax abatement, exemption, or deferral legislation will be repealed or revised in a manner that would affect the Property's ability to continue to qualify for the tax abatement, exemption, or deferral. |
### REQUIRED UNDERWRITTEN NCF (MULTIFAMILY AFFORDABLE PROPERTY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 12     | MINUS    | If the timeframe for the real estate tax abatement, exemption, or deferral is shorter than the Mortgage Loan term, you must consider  
|        |          | • a Bifurcated Mortgage Loan structure (i.e., 2 notes secured by a single first Lien Security Instrument),  
|        |          | • an amortization schedule that accommodates the elimination of the abatement, or  
|        |          | • providing clear justification and support in the refinance analysis. |
| 13     | MINUS    | Insurance equal to:  
|        |          | • the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or  
|        |          | • 110% of the current expense, for insurance policies with a remaining term of less than 6 months. |
| 14     | MINUS    | Utilities, water and sewer, repairs and maintenance, payroll and benefits, advertising and marketing, professional fees, general and administrative, ground rent, and all other expenses per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |
|        | EQUALS   | UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI) |
| 15     | MINUS    | Replacement Reserve expense per Part II, Chapter 2: Valuation and Income, Section 202.01: Underwritten Net Cash Flow (Underwritten NCF). |
|        | EQUALS   | UNDERWRITTEN NCF |
**703.02 Underwriting**

**703.02A Not-for-Profit (IRC §501[c][3]) Borrower may be a Multi-Asset Borrower**

- **Requirements**

  Although a single-asset entity is preferred, a not-for-profit Borrower may be a multi-asset entity.

  If the not-for-profit Borrower is a multi-asset Borrower, you must analyze the Borrower's other assets and general financial condition per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 302: Borrower Organizational Structure.

**703.02B Appraised Value and Underwriting Value**

- **Requirements**

  In addition to the Appraisal requirements in Part II, Chapter 2: Valuation and Income, Section 201.02: Appraisal, you must:

  - Include 2 separate opinions of the Appraised Value based on:
    - the Affordable Regulatory Agreement, using
      - comparable multifamily rental properties,
    - the Property's submarket, and
    - properties with similar rent or income restrictions; and
    - the Property’s income and expenses without the Affordable Regulatory Agreement (e.g., market rents, occupancy, and operating expenses), using
      - comparable multifamily market rate rental properties, and
      - the Property’s submarket.

  - Ensure that each Appraised Value is based on a market cap rate without any upward or downward adjustment for:
    - special financing (other than adjusted cap rates for Credit Enhancement Mortgage Loans);
    - tax credit benefits; or
    - any perceived special risks or benefits associated with the Property and its Affordable Regulatory Agreement.

  - Determine the appropriate Appraised Value for the Underwriting Value per Part II, Chapter 2: Valuation and Income, Section 201: Market and Valuation.
703.02C Market Study

☑ Requirements

If the Property is subject to a HAP contract that will expire before the Mortgage Loan Maturity Date, you must include a market study (which can be part of the Appraisal) that:

- is prepared by a qualified real estate professional; and
- identifies the absorption rate, lease-up period, and rent level for comparable market rate rental properties in the submarket.

703.02D Restabilization Reserve

☑ Requirements

You must establish a Restabilization Reserve for an MAH Property that has a HAP contract if the HAP contract term (disregarding any annual or other incremental government appropriation conditions) expires before the Mortgage Loan Maturity Date.

The Restabilization Reserve must:

- equal the monthly P&I on the Mortgage Loan, multiplied by the greater of
  - 6 months, or
  - the lease-up period determined by the market study per Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 703.02C: Market Study; and
- remain in place until
  - the Property achieves underwritten occupancy for 90 days at market rate rents, or
  - the HAP contract is renewed and expires after the Mortgage Loan Maturity Date.

703.02E Affordable Regulatory Agreement Restrictions

➡ Guidance

To underwrite the Mortgage Loan as an MAH Property, the Affordable Regulatory Agreement restrictions should remain in effect for the term of the Mortgage Loan.

☑ Requirements
When the Affordable Regulatory Agreement restrictions have 3 or more years remaining but will expire before the Mortgage Loan Maturity Date, you must provide support to underwrite to the MAH Preservation standards in the Form 4660, taking into account factors such as:

- restricted rents below market rate rents;
- the Property’s history of operating as an MAH Property;
- the Borrower’s history and experience owning and operating MAH Properties;
- the Borrower’s intention to renew the Affordable Regulatory Agreement;
- the amount of time between the Maturity Date and when the Affordable Regulatory Agreement restrictions expire;
- market strength; and
- how the Property compares to comparable market rate properties in terms of occupancy, condition, and amenities if the Borrower intends to convert the Property to market rate rents and if no rent advantage exists.

See Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 702.01: Eligible Characteristics and Underwriting regarding self-imposed restrictions.

**Section 704 Subordinate Financing**

**704.01 Interest Rate and Payments**

☑ Requirements

You must ensure that the subordinate loan has:

- a fixed rate;
- interest payable on a current basis; and
- no deferrals, except as described in this Section.

**704.02 Loan Term**

☑ Requirements

A fully amortizing subordinate loan may mature at any time regardless of the:

- Maturity Date of the Mortgage Loan or any Pre-Existing Mortgage Loans; or
- expiration date of the Fannie Mae Credit Enhancement Instrument.

You must ensure that any subordinate loan that does not fully amortize,
including any Soft Financing, does not mature before 90 days after the earlier of the:

- final Maturity Date of the Mortgage Loan or any Pre-Existing Mortgage Loans; or
- expiration date of the Fannie Mae Credit Enhancement Instrument for the Mortgage Loan or any Pre-Existing Mortgage Loans.

### 704.03 Collateral

#### Guidance

You may secure the subordinate loan with a Lien on the Property if:

- the Lien is subordinated to the Lien of the Security Instrument per Sections 704.08 - 704.11 of this Chapter; and
- the granting clause of the security instrument creating the subordinate Lien is the same as that of the Security Instrument.

### 704.04 Credit Support

#### Requirements

You must ensure that the Mortgage Loan secured by the MAH Property obtains the same credit support and collateral as any subordinate loan, including any

- recourse to the Borrower or third-party Guarantor, or
- additional collateral.

### 704.05 Soft Financing

#### Requirements

To be considered Soft Financing, subordinate debt must have all of the following:

- P&I payments made only from the surplus NCF remaining after all other payments (due and owing) are made on Pre-Existing Mortgage Loans;
- unpaid interest that either
  - does not accrue, or
  - accrues, but can only be satisfied from the surplus NCF;
- agreement from the subordinate Lender to execute a Subordination Agreement.
Agreement with any future first Lien Lender that refines any UPB on the Mortgage Loan secured by the MAH Property;

- the Borrower’s failure to make an interest or principal payment due to a lack of surplus NCF is not considered a default under the Soft Financing subordinate debt; and

- the Borrower retains a minimum 25% equity share in the surplus NCF unless
  - the Property has LIHTC,
  - the Soft Financing Note is payable to the developer, and
  - the developer (or entities related to the developer) owns or controls more than 50% of the general partner (or equivalent managing) interest of the Borrower.

**Guidance**

Soft Financing may also include:

- a Loan term significantly longer than the term of the Mortgage Loan, with the subordinate loan either
  - being forgiven over time or at the maturity date of the Soft Financing, or
  - due only upon the sale of the Property;

- a nominal interest rate (e.g., 1% or 2%); or

- principal payments on the Soft Financing that do not fully amortize the subordinate debt over its term.

### 704.06 Subordinate Lender

**Requirements**

<table>
<thead>
<tr>
<th>If the Lender type is...</th>
<th>Then...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public / Quasi-Public / Not-for-Profit Lender</td>
<td>A subordinate loan provided by a public, quasi-public, or not-for-profit Lender may • be Soft Financing, or • require mandatory payments of P&amp;I, or interest-only.</td>
</tr>
</tbody>
</table>
If the Lender type is... | Then...
---|---
Private Lender | You must ensure that any subordinate financing originated by a private, for-profit Lender is Soft Financing per Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 704.05: Soft Financing.

704.07 Developer's Notes

☐ Requirements

You must ensure that the Borrower only secures a commitment to repay developer advances or unpaid development costs with the proceeds of a mortgage loan secured by the Property if the subordinate financing is Soft Financing per Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 704.05: Soft Financing.

704.08 Subordination Agreement

☐ Requirements

You, the Borrower, and the subordinate Lender must enter into either:

- Fannie Mae form Subordination Agreement (Affordable) (Form 6456), if the subordinate Lender is a government entity; or
- Fannie Mae form Subordination Agreement (Conventional) (Form 6414), if the subordinate Lender is not a government entity.

704.09 Lien Priority and Title Insurance Policy

☐ Requirements

You must ensure that:

- The Lien securing the subordinate loan remains, at all times, subordinate to the Lien of the Security Instrument securing the Pre-Existing Mortgage Loans or Credit Enhancement Mortgage Loan, including any refinancing of the Pre-Existing Mortgage Loans.
- The Subordination Agreement is recorded in the land records immediately after the subordinate security instrument is recorded.
- The title insurance policy reflects the recordation of the Subordination Agreement.
### 704.10 Form of Subordinate Loan Documents

**Requirements**

You must confirm that the subordinate loan documents:

- comply with this Chapter;
- include the specific provisions required by the Subordination Agreement;
- do not require the Borrower to maximize rents at the Property (even if the Property is subject to an Affordable Regulatory Agreement); and
- are not in the form of subordinate Bonds.

### 704.11 Prepayment

**Requirements**

The Borrower may not prepay or redeem the subordinate loan without Fannie Mae's consent.

### Section 705 Restrictive Covenants and Affordable Regulatory Agreements

**Requirements**

You must review the Affordable Regulatory Agreement to ensure there are no provisions that, if a Borrower defaulted, would

- grant rights, remedies, or powers similar to that of a secured creditor to any aggrieved party, or
- impair the Lien rights or priority of the Lien of the Security Instrument.

If the Affordable Regulatory Agreement contains any of these provisions, Fannie Mae will only purchase the Mortgage Loan if the Affordable Regulatory Agreement is subordinated to the Lien of the Security Instrument using a Subordination Agreement approved by Fannie Mae, or if the Affordable Regulatory Agreement is in connection with a subordinate loan, using Fannie Mae form Subordination Agreement (Affordable) (Form 6456).

**Guidance**

The rights, remedies, and powers of a secured creditor would typically include:

- the ability to appoint a receiver;
the right to collect rents directly from the mortgaged property;
the right to take possession of the mortgaged property;
limitations on transferring title to you or to a subsequent transforee by foreclosure or deed in lieu;
no requirement to give you notice of violations of or amendments to the Affordable Regulatory Agreement; and
the ability to remove or replace the Property manager without your prior consent.

The Affordable Regulatory Agreement does not need to be subordinated to the Lien of the Security Instrument if the Affordable Regulatory Agreement:

- has no Borrower obligations other than the affordability restrictions;
- has no rights or remedies to enforce the affordability restrictions other than specific performance or injunctive relief; and
- terminates upon foreclosure of the Mortgage Loan.

**Section 706**

### ROAR Loan

#### 706.01 Generally

**Requirements**

You must ensure that any ROAR Loan:

- is a Mortgage Loan or Credit Enhancement Mortgage Loan using a Credit Enhancement Instrument;
- has a fixed rate;
- has a minimum Mortgage Loan amount of $5 million;
- currently has Stabilized Residential Occupancy, but will likely experience tenant displacement significant enough to lower the Underwritten DSCR, calculated using the Gross Note Rate, below the required DSCR set forth in Form 4660; and
- is secured by an MAH Property
  - that will undergo repairs, replacements, or improvements costing $10,000 per unit or more (based on the total number of residential units at the Property), or qualifies as a Moderate Rehabilitation Property, and
  - the repairs and improvements will be completed within 18 months after the Mortgage Loan Origination Date.
706.02 Timing

**Requirements**

Within 18 months after the Mortgage Loan Origination Date

- the ROAR Work must be completed, and
- Restabilized Residential Occupancy must be achieved.

706.03 General Underwriting

**Guidance**

In addition to complying with Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans, you should also review and evaluate:

- the reasonableness of the estimated cost of the ROAR Work and the completion schedule;
- whether the ROAR Work can be completed and the Restabilized Residential Occupancy achieved within 18 months after the Mortgage Loan Origination Date;
- the Borrower’s experience in developing or rehabilitating properties similar to the ROAR Property;
- the tenant relocation plan, including budget and schedule;
- the ROAR Work budget, including monthly sources and uses during the rehabilitation period;
- any construction risks;
- the LIHTC investors’ financial strength, experience, and reputation; and
- the projected rent levels relative to market rents.

706.04 Additional Underwriting and Loan Documents

**Requirements**

You must underwrite the ROAR Loan per the following table.
<table>
<thead>
<tr>
<th>Topic</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underwritten NCF</td>
<td>GPR must comply with Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 703.01: Underwritten NCF; Underwritten NCF can be based on the Restabilized Residential Occupancy and normalized operating expenses achievable within 18 months after the Mortgage Loan Origination Date.</td>
</tr>
<tr>
<td>Appraisal</td>
<td>The Appraisal must include an opinion of the value of the Property on both an as is and an as completed basis that incorporates the ROAR Work to be completed after the Mortgage Loan Origination Date.</td>
</tr>
<tr>
<td>Occupancy During ROAR Work</td>
<td>Physical Occupancy: minimum of 50%; and Economic Occupancy: minimum of 50%.</td>
</tr>
</tbody>
</table>
| Minimum DSCR During ROAR Work        | Using the ROAR Stressed NCF, actual fixed interest rate, and maximum loan amount based on the as completed value  
  • 0.75 on an amortizing basis, or  
  • 1.00 on an interest-only basis, if applicable.                                                                                                                                                                                                                                      |
| Rehabilitation Reserve Agreement     | Required.                                                                                                                                                                                                                                                                                                                                      |
| Key Principal Guaranties             | The Key Principal must execute a  
  • Completion Guaranty (Form 6018), and  
  • an operating deficit guaranty.                                                                                                                                                                                                                                                                                                        |
| Letter of Credit                     | Any Letter of Credit must:  
  • comply with Part I, Chapter 2: Mortgage Loan, Section 204: Letters of Credit; and  
  • equal at least 125% of the difference between the maximum Mortgage Loan amount based on - the as completed value, and - the as is value.                                                                                                                                               |
<table>
<thead>
<tr>
<th>Topic</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Credit Support</td>
<td>May be required.</td>
</tr>
<tr>
<td>Underwriting Fee</td>
<td>You must:</td>
</tr>
<tr>
<td></td>
<td>• charge the Borrower an underwriting fee equal 3 basis points of the Mortgage Loan amount; and</td>
</tr>
<tr>
<td></td>
<td>• pay that amount to Fannie Mae.</td>
</tr>
</tbody>
</table>

**Section 707  HAP Contract Properties**

**707.01 Properties with Both HAP Contracts and LIHTC Units**

**Requirements**

For a Mortgage Loan secured by an MAH Property or a Credit Enhancement Mortgage Loan, if the Property has both HAP contracts and LIHTC units, you must underwrite the Mortgage Loan using 1 of the following options.

<table>
<thead>
<tr>
<th>Choice</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1</td>
<td>Underwrite the rents from HAP contract units using the lowest of</td>
</tr>
<tr>
<td></td>
<td>• market rents,</td>
</tr>
<tr>
<td></td>
<td>• HAP contract rents, or</td>
</tr>
<tr>
<td></td>
<td>• Applicable LIHTC rents.</td>
</tr>
<tr>
<td>Option 2</td>
<td>Underwrite the rents from HAP contract units using the additional income above the LIHTC rents (LIHTC overage) if the HAP contract rents are less than market rents. If the HAP contract expires before the Mortgage Loan Maturity Date, you must ensure that:</td>
</tr>
<tr>
<td></td>
<td>• the Underwritten DSCR is greater than or equal to 1.05 based on the LIHTC rents; and</td>
</tr>
<tr>
<td></td>
<td>• the Property has an Underwritten DSCR greater than or equal to 1.10 based on the LIHTC rents when the HAP contract expires.</td>
</tr>
</tbody>
</table>

You may use Option 2, or eliminate the Restabilization Reserve under either option, if you meet all of the following:

- all LIHTC rents are at least 10% below market;
the MAH Property is located in a market or submarket with 90% or greater economic occupancy; and

the Sponsor is experienced and successful in owning and operating properties with HAP contracts.

707.02 HAP Contract Review Sheet

☑️ Requirements

Before you Deliver the Mortgage Loan, you must:

☑️ complete the Section 8 Housing Assistance Payments (HAP) Contract Review Sheet and Certification (Form 6422); and

☑️ confirm that all conditions for approval are met.

Section 708 Refinancing Section 236 Properties – IRP is Maintained

☑️ Requirements

For Fannie Mae to consider the cash flow from an IRP, the Borrower must decouple the IRP from the existing Section 236 note and mortgage by

☑️ prepaying the Section 236 Loan, and

☑️ having the IRP transferred to a new Mortgage Loan (which will be then considered a Section 236 Loan for purposes of continuing the IRP).

708.01 No Additional Proceeds

☑️ Requirements

If the Borrower is not seeking additional proceeds based on the IRP, you must exclude the amount of the IRP from the LTV and Underwritten DSCR.

708.02 Additional Proceeds from Mortgage Loan

☑️ Requirements

If the Borrower is seeking additional proceeds from the Mortgage Loan based on the IRP, then you must ensure that:

☐ The Mortgage Loan has equal monthly payments of P&I.

☐ The portion of the Mortgage Loan sized based on the Underwritten NCF meets Fannie Mae’s LTV and Underwritten DSCR requirements without considering the IRP cash flow.
The portion of the Mortgage Loan sized based on the IRP cash flow has an Underwritten DSCR of at least 1.00.

The financing structure reflects the remaining term of the IRP through a bifurcated note or amortization structure.

In a Forward Commitment transaction, if the IRP is decoupled from the original Section 236 Loan, you do not need to ensure principal amortization during the construction phase.

708.03 Additional Proceeds from Other Sources

- Requirements

If the Borrower is seeking additional proceeds from sources other than the Mortgage Loan based on the IRP, you must:

- factor the debt into the Property’s overall LTV; and
- comply with Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 704: Subordinate Financing.

Section 709 LIHTC Properties – Lender Equity Interest

- Requirements

Fannie Mae will only purchase a Mortgage Loan secured by an LIHTC Property in which you are an equity investor (directly or indirectly) in the Borrower if the following conditions are met:

- You and the equity syndicator are organized to ensure independent analysis and decision making occurs in the
  - underwriting and approval of the debt,
  - equity investments, and
  - servicing of the Mortgage Loan.

- You comply with the Underwriting Restrictions for Conflict Mortgage Loans per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 310.02: Restrictions.

- Any subordinate loans secured by the Property comply with Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 704: Subordinate Financing.

Section 710 Transactions with Fannie Mae Debt and Equity Interests
710.01 Transactions Funded with Tax-Exempt Bond Proceeds

☑ Requirements

If a Mortgage Loan will be funded with tax-exempt bond proceeds and the Property securing the Mortgage Loan qualifies for LIHTC, you must confirm:

- If Fannie Mae owns or plans to acquire a direct or indirect equity interest in the Borrower, it does not own or intend to acquire an interest in the tax-exempt Bonds.
- If Fannie Mae owns or plans to acquire an interest in the tax-exempt Bonds, it does not own or intend to acquire a direct or indirect equity interest in the Borrower.

710.02 Fannie Mae Credit-Enhanced Tax-Exempt Bond Issuance

☑ Requirements

You must confirm that if Fannie Mae credit enhances tax-exempt Bonds issued to fund a Mortgage Loan, it does not also own or intend to acquire a direct equity interest in the Borrower.

If Fannie Mae owns or intends to acquire an indirect equity interest in the Borrower through a fund, you must confirm:

- Fannie Mae’s indirect equity interest in the Borrower is less than 50%;
- in the case of an LIHTC transaction:
  - the IRS documentation filed in connection with the Bond issuance shows that none of the Bond proceeds were applied to pay any portion of Fannie Mae’s credit enhancement fee;
  - the Bond issuer and the Borrower have either
    - entered into an LIHTC agreement that acknowledges Fannie Mae’s equity interest, or
    - consented in writing to Fannie Mae’s equity interest; and
  - any required notices to the Borrower and the issuer under an LIHTC agreement have been provided; and
- in the case of a non-LIHTC transaction, the issuer and the Borrower have consented in writing to Fannie Mae’s equity interest.

Section 711 FHA Risk Sharing
Guidance

Fannie Mae and the HUD have a risk sharing agreement to share risk on Mortgage Loans for certain MAH transactions. HUD's risk sharing is in the form of mortgage insurance from FHA. HUD takes 50% of the risk of loss, and the remaining 50% of the loss is shared by you and Fannie Mae.

711.02 Eligibility

711.02A Borrowers, Key Principals, Guarantors, and Principals

☑️ Requirements

You must ensure that the Borrower (and each Key Principal, Guarantor, and Principal) is not on the most current “List of Parties Excluded from Federal Procurement or Nonprocurement Programs”.

711.02B Generally

☑️ Requirements

You must ensure that:

- All FHA Risk Sharing Mortgage Loans are fixed rate with no interest-only period.
- The minimum Mortgage Loan term is 15 years.
- The Property qualifies as an MAH Property.
- Rent, income, and/or occupancy restrictions are in effect for at least the term of the Mortgage Loan. For MAH Properties with remaining affordability restrictions of less than 18 years, the affordability restrictions will be considered senior to the Lien of the Mortgage Loan when enforcing restrictions.

711.02C Cash Out

➡️ Guidance

There is no limit on the amount of cash out in an FHA Risk Sharing transaction.

711.03 Mortgage Insurance Premium

☑️ Requirements

Your pricing for a FHA Risk Sharing Mortgage Loan must include a sufficient amount to pay the mortgage insurance premium due to FHA.
### Guidance

Fannie Mae will make this FHA premium payment on or before its due date.

### 711.04 Reserving FHA Units

#### Operating Procedures

Before the Commitment Date you must perform the following steps to reserve units for each Property to be financed with an FHA Risk Sharing Mortgage Loan.

**Step 1:** You must send the Deal Team a written request to reserve units that includes
- a cover letter, and
- the Fannie Mae/FHA Pre-Application for a Reservation of Risk Sharing Units (Form 4670).

**Step 2:** You must obtain Fannie Mae’s written confirmation of the reservation of units and the proposed Mortgage Loan amount.

The unit reservation will be valid for 120 days (except for FHA Risk Sharing with a Forward Commitment where the unit reservation is valid for the period specified in the Forward Commitment).

**Step 3:** Before the Commitment Date, you must obtain Fannie Mae’s written approval, including any
- variance in the number of units, or
- change in the Mortgage Loan amount referenced in the initial reservation letter.

### 711.05 Subsidy Layering Review

#### Requirements

If there is a possibility that more than 1 source of federal, state, or local governmental assistance may fund the transaction, you must submit the subsidy layering information per the FHA Risk Sharing Subsidy Layering Information (Form 4672).

### 711.06 Lender FHA Risk Sharing Reserve and Loss Sharing Modifications

#### Operating Procedures

If a Mortgage Loan has been approved for FHA Risk Sharing, your reserve
and loss sharing obligations may be reduced per the Mortgage Loan Certificate (Form 6505).
Chapter 8  Cooperative Properties

Section 801  Description

☑ Requirements

A Cooperative Property is a multifamily residential property owned by a Cooperative Organization.

Section 802  Eligible Mortgage Loans

☑ Requirements

Fannie Mae will only purchase a Cooperative Mortgage Loan if each shareholder or other equity owner in the Cooperative Organization is granted the right to occupy a unit in the Property under a proprietary lease or other occupancy agreement.

You must:

- Examine the organizational documents of the Cooperative Organization.
- Ensure that the terms of these documents allow you to originate a Loan secured by the Property in compliance with the Guide.
- Review the composition and experience of the Cooperative Organization’s Board of Directors or managers.

802.01  Basic Conditions

☑ Requirements

You must ensure for all the following:

- The Mortgage Loan has a fixed rate.
- Any commercial lease is determined to be a Material Commercial Lease based on 5% or more of total gross income calculated on a Cooperative Market Rental Basis.
- The Property is located in a Cooperative Property Eligible Market per Form 4660.
- The Property has an overall condition of 2 or better, as shown on the Comprehensive Assessment Addendum tab of the MBA Master Inspection Form.

802.02  Financial Conditions
Requirements

You must ensure all of the following:

- You have reviewed at least 3 years of the Property’s financial operations.
- The Property’s financial operations achieved at least a 0.90 DSCR on an Actual Cooperative Property Basis for 2 of the previous 3 years.
- The Board of Directors or managers of the Cooperative Organization approve any increase in the Cooperative Maintenance Fee prior to closing; and any scheduled annual increase cannot exceed 10%.
- A Cooperative Property Sponsor may not own interests to occupy or lease more than 40% of the units in the Cooperative Property, unless the following criteria are met:
  - You deem the financial strength, experience, qualifications, character, and credit history of the Cooperative Property Sponsor acceptable, per the applicable provisions for Key Principals in Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals or Part III, Chapter 9: Small Mortgage Loans.
  - The Cooperative Organization consistently demonstrates sound financial operations and market acceptability.
  - There is no on-going litigation between the Cooperative Organization and the Cooperative Property Sponsor.
  - The aggregate annual rental income from the Cooperative Property Sponsor-owned units is greater than the aggregate annual Cooperative Maintenance Fees on those units.

802.03 Property Management Conditions

Requirements

You must ensure all of the following:

- Except for Small Mortgage Loans, the Property must be managed by a professional property management firm that currently manages:
  - at least 3 other Cooperative Properties in the same market as the Property;
  - a minimum of 350 Cooperative Property units in the aggregate; and
  - another Cooperative Property of similar size to the Property.
- For Small Mortgage Loans, a Property with more than 25 units must be managed by a property management firm with at least 3 years of experience managing a Cooperative Property of similar size.
The Borrower may manage a Property securing a Small Mortgage Loan with 25 units or less.

802.04 Other Considerations

Guidance

A Cooperative Mortgage Loan does not have to comply with the following:

- identification of a Key Principal or Principal and the applicable related analysis and obligations per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, or Part III, Chapter 9: Small Mortgage Loans;
- Ground Lease Rents per Part II, Chapter 1: Attributes and Characteristics, Section 103.02: Ground Lease Rents;
- Minimum Occupancy per Part II, Chapter 1: Attributes and Characteristics, Section 104: Minimum Occupancy;
- Occupancy per Part III, Chapter 9: Small Mortgage Loans, Section 903: Occupancy; and
- Property Management per Part III, Chapter 9: Small Mortgage Loans, Section 906: Property Management.

Section 803 Underwriting

803.01 Financial Operation

Requirements

As part of your underwriting analysis, you must:

- Examine the year-to-date operational budget.
- Collect, review, and analyze audited financial/operating statements for the last 3 years of operations.
- Ensure that the average Cooperative Maintenance Fee Accounts Receivable for the last 3 years is less than 3% of the annual Cooperative Maintenance Fees.
- Ensure that the Cooperative Operating Reserve at closing is at least 10% of the annual Cooperative Maintenance Fees.
Requirements

You must obtain an Appraisal per Part II, Chapter 2: Valuation and Income that provides a value of the Cooperative Property on a Cooperative Market Rental Basis for determining the LTV Ratio per Form 4660.

Guidance

You may obtain an Appraisal per Part II, Chapter 2: Valuation and Income that provides a value of the Cooperative Property on a Cooperative Gross Sellout Value basis.

803.03 Subordinate Debt

Requirements

You must ensure that any existing debt secured by a Lien on a Cooperative Property complies with Part III, Chapter 14: Supplemental Mortgage Loans, Section 1402: Supplemental Mortgage Loans. You must also calculate the

- Underwritten DSCR per Part III, Chapter 8: Cooperative Properties, Section 804.02: Cooperative Market Rental Basis DSCR (Underwritten DSCR), and
- Actual Cooperative DSCR per Part III, Chapter 8: Cooperative Properties, Section 804.04: Actual Cooperative Property DSCR.

Section 804 Income Analysis

804.01 Cooperative Market Rental Basis NCF (Underwritten NCF)

Requirements

You must review the projected operations of the Cooperative Property on a Cooperative Market Rental Basis (as reflected in the Appraisal).

You must ensure the Cooperative Market Rental Basis NCF includes the minimum economic vacancy and Replacement Reserve expense per the applicable Underwritten NCF calculation in Part II, Chapter 2: Valuation and Income or Part III, Chapter 9: Small Mortgage Loans.

804.02 Cooperative Market Rental Basis DSCR (Underwritten DSCR)

Requirements

You must calculate Underwritten DSCR per the following table.
### UNDERWRITTEN DSCR
**(COOPERATIVE PROPERTIES – COOPERATIVE MARKET RENTAL BASIS)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Underwritten NCF as calculated on a Cooperative Market Rental Basis.</td>
</tr>
<tr>
<td>2</td>
<td>DIVIDED BY</td>
<td>Annual debt service for the Mortgage Loan amount.</td>
</tr>
</tbody>
</table>

You must base debt service on a level debt service payment, including amortization, and the greater of:

- the actual note rate, or
- the required Underwriting Interest Rate Floor per Form 4660.

If the Property has subordinate debt, the debt service must include P&I to cover the maximum principal amount of the outstanding subordinate debt.

### 804.03 Actual Cooperative Property NCF

**Requirements**

You must use the following table to calculate Actual Cooperative Property NCF.

### REQUIRED ACTUAL COOPERATIVE PROPERTY NET CASH FLOW

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>GROSS RENTAL INCOME current scheduled monthly Cooperative Maintenance Fees for all units (multiplied by 12).</td>
</tr>
</tbody>
</table>
### REQUIRED ACTUAL COOPERATIVE PROPERTY NET CASH FLOW

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 2    | PLUS     | Income from Cooperative Organization-owned units equal to the lesser of  
  • actual rents in place for occupied units, plus market rents for vacant units, or  
  • an equivalent Cooperative Maintenance Fee based on similar units in the Property (multiplied by 12). |
| 3    | PLUS     | Proposed increase in annual Cooperative Maintenance Fee income. |
|      |          | **EQUALS** GROSS POTENTIAL RENT (GPR) |
| 4    | MINUS    | Vacancy included at Fannie Mae's sole discretion for any Pre-Review Mortgage Loan. |
|      |          | **EQUALS** NET RENTAL INCOME (NRI) |

#### CALCULATION OF OTHER INCOME

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>PLUS</td>
<td>Actual other income (including any flip fees, sales fees, or any special assessments collected for operational expenses) as described in the applicable Underwritten NCF calculation detailed in Part II, Chapter 2: Valuation and Income, or Part III, Chapter 9: Small Mortgage Loans.</td>
</tr>
</tbody>
</table>

#### CALCULATION OF COMMERCIAL INCOME

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>PLUS</td>
<td>Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable).</td>
</tr>
<tr>
<td>7</td>
<td>PLUS</td>
<td>Actual income from STR units.</td>
</tr>
<tr>
<td>8</td>
<td>MINUS</td>
<td>Commercial income economic vacancy included at Fannie Mae's sole discretion for any Pre-Review Mortgage Loan. A 10% vacancy rate must be applied to any STR income.¹</td>
</tr>
</tbody>
</table>

¹ If net commercial income is greater than 20% of EGI on a Cooperative Market Rental Basis, then reduce to 20% of EGI on a Cooperative Market Rental Basis.

**EQUALS ** EFFECTIVE GROSS INCOME (EGI)
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 9    | MINUS    | Line-by-line stabilized operating expenses, including management fee and insurance. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by short-term positive or negative factors. Non-recurring, extraordinary expenses must not be included. You must assess:  
  • past operating history;  
  • market expenses;  
  • actual service contracts in place; and  
  • the Property's budget.  
All expenses associated with STR should be underwritten in their respective expense line items. |
### REQUIRED ACTUAL COOPERATIVE PROPERTY NET CASH FLOW

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 10   | MINUS    | Real estate taxes based on the greatest of:  
• actual future tax bill(s) covering a full calendar year;
• prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or
• in California, the greater of the assessed value or the Mortgage Loan amount, multiplied by the millage rate, plus any special assessments.

If the Property has real estate tax abatements, exemptions, or deferrals, they must:

• be in effect at closing, per written documentation from the state or local tax assessor; and
• survive a foreclosure of the Mortgage Loan such that Fannie Mae or a subsequent owner will retain the abatement, exemption, or deferral benefit (e.g., it is tied to the operation of the Property and not the identity or structure of the owner).

If the timeframe for the real estate tax abatement, exemption, or deferral is shorter than the Mortgage Loan term, you must consider:

• a Bifurcated Mortgage Loan structure (i.e., 2 notes secured by a single first Lien Security Instrument),
• an amortization schedule that accommodates the elimination of the abatement, or
• providing clear justification and support in the refinance analysis.
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 11   | MINUS    | All other expenses as described in Underwritten NCF calculation detailed in the applicable Part II, Chapter 2: Valuation and Income, or Part III, Chapter 9: Small Mortgage Loans, except for property insurance and management fees. For STR:  
  • any taxes or fees imposed by the local jurisdiction; and  
  • if applicable, the difference in actual lease STR income and the Cooperative Maintenance Fee for similar units in the Property with a term of more than 30 days.  
  For example, if actual lease STR income for a unit is $1,000 and the comparable Cooperative Maintenance Fee for that unit is $900, then deduct $1,200 ($1,000 - $900 = $100 X 12 months) as an other expense. |
|      | EQUALS   | UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI) |
| 12   | MINUS    | Replacement Reserve expense included at Fannie Mae’s sole discretion for any Pre-Review Mortgage Loan. |
|      | EQUALS   | ACTUAL COOPERATIVE PROPERTY NET CASH FLOW (ACTUAL COOPERATIVE NCF) |

### 804.04 Actual Cooperative Property DSCR

- Requirements

You must calculate the Actual Cooperative Property DSCR per the following table.
### ACTUAL COOPERATIVE PROPERTY DSCR

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Actual Cooperative NCF per Part III, Chapter 8: Cooperative Properties, Section 804.03: Actual Cooperative Property NCF.</td>
</tr>
</tbody>
</table>
| 2    | DIVIDED BY | Annual debt service for the Mortgage Loan amount.  
You must base debt service on a level debt service payment at the actual note rate, including amortization.  
Use interest-only payments only for a full-term interest-only Mortgage Loan.  
If the Property has subordinate debt, the debt service must include P&I to cover the actual UPB of the outstanding subordinate debt. Use interest-only payments only for full-term interest-only subordinate debt. |

---

**Section 805**  
**Limited Equity Cooperative Properties**

**☑ Requirements**

In addition to the rest of this Chapter, you must ensure that Limited Equity Cooperative Properties meet the following:

- **Cooperative Maintenance Fees**: You must ensure that:
  - monthly Cooperative Maintenance Fees are not more than 90% of comparable unit market rents; and
  - if there are restrictions from the HUD or others, then both HUD and the Limited Equity Cooperative Property’s Board of Directors or managers must approve all Cooperative Maintenance Fee increases before the Commitment Date.

- **Replacement Reserve**: You must underwrite the greater of
  - the PCA recommended reserves, or
  - $250 per unit per year.

- **Cooperative Operating Reserve**: You must require a reserve equal to at
least 6 months of P&I payments on the Mortgage Loan.

- **HUD IRP Loan:** You must require an IRP reserve equal to 2 months of IRP payments for the life of the IRP Loan. The funds in the IRP reserve may only be used to compensate for late IRP payments.

- **Cooperative Property Underwritten NCF:** You must use the Cooperative Property Underwritten NCF calculation in the Multifamily Analysis of Operations (Form 4254), but the following exceptions apply:
  - **Economic vacancy:** Use the greater of
    - 5%, or
    - the highest level experienced by the Property during the last 3 years.
  - **Actual operating expenses:** Equal to 103% of the previous year’s operating expenses.
  - **Replacement Reserve:** Use the greater of
    - the scheduled Replacement Reserve per unit as determined by a PCA, or
    - $250 per unit per year.

- **Unit Turnover:** Total unit turnover must not be greater than 20%.

- **Escrows:** You must require monthly deposits for real estate taxes, insurance, and the Replacement Reserve.

- **Cooperative Property Sponsor:** There must be no Sponsor-owned units.

- **Property management experience:** The Property management firm must have Limited Equity Cooperative Property management experience. If HUD restrictions are in-place, the firm must also have a history of successfully complying with HUD restrictions and reporting requirements.

### Guidance

You should consider the following:

- **Cooperative Operating Reserve:** You may include a similar reserve held by another independent lender if the funds are released to you.

- **Cooperative Property Underwritten NCF:** 3% trending is not required for trailing 12-month or year-to-date annualized operating expenses.

- **Unit Turnover:** Unit turnover occurs when a shareholder or tenant chooses to vacate a unit or terminate a lease during the past 3 years.
Chapter 9  Small Mortgage Loans

Section 901  Generally

901.01  Description

✓ Requirements

A Small Mortgage Loan is a Mortgage Loan with an original loan amount of less than or equal to $6 million and underwritten per this Chapter.

901.02  Applicability

✓ Requirements

You may use this Chapter to underwrite conventional Mortgage Loans and the following products:

- MH Communities;
- MAH Properties; and
- market rate Cooperative Properties that are not Limited Equity Cooperative Properties.

Section 902  Key Principal Guaranty Obligation

✓ Requirements

You must obtain a Non-Recourse Guaranty (Form 6015) from each Key Principal.

Section 903  Occupancy

✓ Requirements

Small Mortgage Loans must achieve Stabilized Residential Occupancy as follows:

<table>
<thead>
<tr>
<th>If the Property contains...</th>
<th>Then it must have...</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more units</td>
<td>at least 90% physical occupancy by Qualified Occupants for the 90 days immediately before the Commitment Date.</td>
</tr>
</tbody>
</table>
If the Property contains... | Then it must have...
--- | ---
Less than 10 units | • no more than 1 vacant unit as of the Commitment Date, and  
• an average occupancy by Qualified Occupants of at least 90% for the 12-month period immediately before the Commitment Date.

If a Small Mortgage Loan is secured by an MH Community, then Stabilized Residential Occupancy must comply with Part II, Chapter 1: Attributes and Characteristics, Section 104: Minimum Occupancy.

**Section 904** Corporate Leases; Leases to One Entity

➡️ Guidance

Entity leases are permitted; but you should analyze the effect of leasing

- more than 10% of the total residential units in the Property to corporations, partnerships, trusts, and other entities, or
- more than 5% of the total residential units to any single corporation, partnership, trust, or other entity.

Entity leases of residential units for residential purposes are considered residential space.

**Section 905** Property Income Analysis

**905.01** Small Mortgage Loan Underwritten NCF (Underwritten NCF)

✅ Requirements

You must calculate Underwritten NCF as follows:

- for a MAH Property, per Part III, Chapter 7: Multifamily Affordable Housing Properties, Section 703: Property Income and Underwriting; except that Replacement Reserves may be calculated per the table in this Section;
- for a MH Community, per Part III, Chapter 6: Manufactured Housing Communities, Section 606: Property Income and Underwritten NCF;
- for a Cooperative Property, per Part III, Chapter 8: Cooperative Properties, Section 804: Income Analysis; and
- for all conventional Small Mortgage Loans, you must use the following
### REQUIRED UNDERWRITTEN NET CASH FLOW (SMALL MORTGAGE LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GROSS RENTAL INCOME</td>
<td>the lesser of • actual rents in place, or • market rents for occupied units, plus market rents for vacant units based on a current rent roll (multiplied by 12).¹</td>
</tr>
<tr>
<td>2</td>
<td>PLUS</td>
<td>To the extent deducted as an operating expense, rents for other non-revenue units. For example: • model units deducted in the model apartment operating expense in the general and administrative category; • owner-occupied units² deducted in the general and administrative category; and • employee units³ deducted in the employee operating expense in the payroll and benefits category.</td>
</tr>
<tr>
<td>3</td>
<td>MINUS</td>
<td>Premiums and corporate premiums.</td>
</tr>
<tr>
<td>4</td>
<td>MINUS</td>
<td>Physical vacancy market rents for vacant units based on a current rent roll (multiplied by 12).⁴</td>
</tr>
<tr>
<td>5</td>
<td>MINUS</td>
<td>Concessions the aggregate amount of forgone residential rental income resulting from incentives granted to tenants for signing leases, such as free rent for 1 or more months, move-in allowance, etc.⁴</td>
</tr>
<tr>
<td>6</td>
<td>MINUS</td>
<td>Bad debt the aggregate amount of unpaid rental income determined to be uncollectable: include any adjustments to other income for bad debt.⁴</td>
</tr>
<tr>
<td><strong>EQUALS</strong></td>
<td><strong>GROSS POTENTIAL RENT (GPR)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EQUALS</strong></td>
<td><strong>NET RENTAL INCOME (NRI)</strong></td>
<td></td>
</tr>
</tbody>
</table>
### REQUIRED UNDERWRITTEN NET CASH FLOW
(SMALL MORTGAGE LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (a)</td>
<td>In the New York-Northern New Jersey-Long Island, NY-NJ-PA MSA, you may use actual rents in place plus projected increases for rent-regulated units that have rent increases scheduled before, or through, the first 12 months of the loan term. Any units subject to rent regulation on the Commitment Date must be treated as rent-regulated for this calculation even if converting to market rate after origination.</td>
<td></td>
</tr>
<tr>
<td>(b) For Properties located in New York City that are currently subject to the J51 Tax Incentive Program, you must ensure that the Gross Rental Income complies with Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>You must deduct owner-occupied units as an expense unless</td>
<td></td>
</tr>
<tr>
<td>•</td>
<td>the Mortgage Loan is Tier 3 or Tier 4, or</td>
<td></td>
</tr>
<tr>
<td>•</td>
<td>the Property contains 24 or more units.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>You must deduct as an expense the portion of the market rent used as employee compensation.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The total of Items 4, 5, and 6 must be greater than or equal to</td>
<td></td>
</tr>
<tr>
<td>•</td>
<td>3% of GPR for the New York-Northern New Jersey-Long Island, NY-NJ-PA and San Francisco-Oakland-Fremont, CA, Metropolitan Statistical Areas (MSAs), if supported by market and property operations, or</td>
<td></td>
</tr>
<tr>
<td>•</td>
<td>5% of GPR for all other MSAs.</td>
<td></td>
</tr>
</tbody>
</table>

### CALCULATION OF OTHER INCOME
## REQUIRED UNDERWRITTEN NET CASH FLOW (SMALL MORTGAGE LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 7    | PLUS     | Actual other income (except premiums and corporate premiums) generated through ongoing operations. The income must:  
• be stable;  
• be common in the market;  
• exclude one-time extraordinary, non-recurring items; and  
• be supported by prior years.  
You must assess the individual month other income within the prior full-year operating statement; or at a minimum, an operating statement covering at least the trailing 6 months (annualized). |

### CALCULATION OF COMMERCIAL INCOME

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>PLUS</td>
<td>Actual income from occupied commercial space (and parking revenue for commercial spaces, if applicable).</td>
</tr>
<tr>
<td>9</td>
<td>PLUS</td>
<td>Actual income from STR units.</td>
</tr>
<tr>
<td>10</td>
<td>MINUS</td>
<td>10% of the actual commercial income (total of Items 8 plus 9).(^5)</td>
</tr>
</tbody>
</table>

5 If net commercial income is greater than 20% of EGI, then reduce to 20% of EGI.

| 11   | PLUS     | Laundry and vending, parking, and all other income as detailed in Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |

### EQUALS EFFECTIVE GROSS INCOME (EGI)

### CALCULATION OF OPERATING EXPENSES
## REQUIRED UNDERWRITTEN NET CASH FLOW (SMALL MORTGAGE LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 12   | MINUS    | Line-by-line stabilized operating expenses. Stabilized operating expenses are the expenses during normal ongoing Property operations, not affected by a lease-up, rehabilitation, or other short-term positive or negative factors. Non-recurring, extraordinary operating expenses must not be included. You must assess:  
• past operating history;  
• the appraisers expense analysis;  
• all information available to you (including Property contracts, utility bills, real estate tax assessments, insurance policies, and comparable assets); and  
• the Borrowers budget (in the case of an acquisition). You must analyze historical operations at the Property and apply an appropriate increase over the prior years operations in determining an estimate. All expenses associated with STRs must be underwritten in their respective expense line items. These expenses include cleaning, furnishing, and repairs. You cannot include any operating expense that reflects blanket or bulk discounts that benefit the Borrower or Key Principal (e.g., blanket property or casualty insurance policies, or utilities purchased in bulk). Operating expenses must reflect the Property expenses on a stand-alone basis. |
<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
</table>
| 13   | MINUS    | Property management fee equal to the greatest of:  
|      |          |  
|      |          | • 3% of EGI;  
|      |          | • actual property management fee (exclude any portion of a property management fee that is subordinated to the Mortgage Loan); or  
|      |          | • market property management fee. |
| 14   | MINUS    | Real estate taxes based on the greatest of:  
|      |          |  
|      |          | • actual future tax bill(s) covering a full calendar year;  
|      |          | • prior full years taxes multiplied by 103% (the 3% trending is not required for trailing 12-month or year-to-date annualized expenses); or  
|      |          | • in California, the greater of the Small Mortgage Loan amount or the assessed value, multiplied by the millage rate, plus any special assessments.  
|      |          |  
|      |          | You must consider any automatic reassessment upon acquisition in the next 12-month period. |
|      |          |  
|      |          | You may use a reduced real estate tax payment if the Property's real estate tax abatements, exemptions, or deferrals meet the requirements in Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis. |
| 15   | MINUS    | Insurance equal to:  
|      |          |  
|      |          | • the quoted expense, for insurance policies with a bona fide written quote from a reputable broker for a new 12-month policy; or  
|      |          | • 110% of the current expense, for insurance policies with a remaining term less than 6 months. |
### REQUIRED UNDERWRITTEN NET CASH FLOW (SMALL MORTGAGE LOANS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>MINUS</td>
<td>Utilities, water and sewer, repairs and maintenance, payroll and benefits, advertising and marketing, professional fees, general and administrative, ground rent, and all other expenses as detailed in Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis.</td>
</tr>
<tr>
<td></td>
<td>EQUALS</td>
<td>UNDERWRITTEN NET OPERATING INCOME (UNDERWRITTEN NOI)</td>
</tr>
</tbody>
</table>
| 17   | MINUS    | Replacement Reserve expense equal to at least\(^6\):  
  - $200 per unit, for a Property with an overall rating of 1,  
  - $250 per unit, for a Property with an overall rating of 2, or  
  - $300 per unit, for a Property with an overall rating of 3.  
  
  The Property ratings are the ratings reported on the Comprehensive Assessment Addendum (Comp Assmt Addendum) tab of the MBA Master Inspection Form. |
|      | EQUALS   | UNDERWRITTEN NET CASH FLOW (UNDERWRITTEN NCF) |

\(^6\) If a PCA was completed, the Replacement Reserve must equal the amount required per Part II, Chapter 4: Inspections and Reserves, subject to a minimum of $200 per unit.

### 905.02 Underwritten DSCR

- **Requirements**

  You must calculate Underwritten DSCR per the following table.
### UNDERWRITTEN DSCR[^1][^2]

<table>
<thead>
<tr>
<th>Item</th>
<th>Function</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Underwritten NCF as calculated in Part III, Chapter 9: Small Mortgage Loans, Section 905.01: Small Mortgage Loan Underwritten NCF (Underwritten NCF).</td>
</tr>
</tbody>
</table>
| 2    | DIVIDED BY | Annual debt service for the Mortgage Loan amount.  
You must base debt service on a level debt service payment, including amortization, and the greater of  
• the actual note rate, or  
• the required Underwriting Interest Rate Floor[^3]. |

[^1]: For a Small Mortgage Loan secured by an MAH Property underwritten per this Chapter, you must comply with the minimum DSCR requirement for an MAH Property per Form 4660.

[^2]: For shorter amortization terms, you must  
• calculate the Underwritten DSCR based on the shorter period, and  
• comply with the minimum DSCR requirement per Form 4660.

[^3]: The mandatory NRI adjustments in Part II, Chapter 2: Valuation and Income, for Properties with declining NRI do not apply.

[^4]: For a Small Mortgage Loan secured by an MAH Property underwritten per this Chapter, you must comply with the required Underwriting Interest Rate Floor for an MAH Property per Form 4660.

---

### Section 906 Property Management

**Requirements**

To ascertain the property management requirements, you must determine how many years of experience, as of the Commitment Date, the Borrower or any Key Principal has owning or managing at least 1 multifamily property that is similar in size to the Property, based on the following:

<table>
<thead>
<tr>
<th>Similar in Size</th>
<th>Unit Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Properties</td>
<td>5 50 units</td>
</tr>
</tbody>
</table>
As of the Commitment Date, a non-Local Borrower must have at least 2 years of multifamily ownership or property management experience with a property similar in size or larger than the Property.

Property management requirements are as follows.

<table>
<thead>
<tr>
<th>Property Size</th>
<th>Professional property management or qualified on-site manager required if...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10 residential units</td>
<td>non-Local Borrower.</td>
</tr>
<tr>
<td>10 or more residential units</td>
<td>• non-Local Borrower, or Local Borrower with less than 2 years of experience with a property similar in size or larger.</td>
</tr>
</tbody>
</table>

**Guidance**

A professional property management company should have an office within 100 miles of the Property and use a written management agreement that complies with Part II, Chapter 1: Attributes and Characteristics, Section 108: Property Management and Agreement.

A qualified on-site manager

- is not required to be a Property resident,
- should generally be on-site during normal business hours, and
- for at least 2 years the before the Commitment Date, should have either successfully managed the Property or have demonstrated management experience with a property similar in size or larger than the Property.

---

**Section 907**

**Property Condition**

**907.01 Site Inspection by Lender or Other Third Party**

☑️ **Requirements**

You must:

- Ensure a physical inspection of the Property is performed (including any
Property securing a Small Mortgage Loan that is also a Choice Refinance Loan).

- Ensure that 1 of the following completes the physical inspection and the MBA Master Inspection Form:
  - a qualified employee with the experience required for a third-party evaluator per Part II, Chapter 4: Inspections and Reserves, Section 402: Property Condition Assessment (PCA);
  - a qualified appraiser; or
  - qualified third-party inspector.

If a non-employee appraiser or other third-party inspector performs the physical inspection, you must also have an employee visit the Property.

The site inspection must provide you with enough information to complete the MBA Master Inspection Form, including:

- an assessment of the current condition of the Property;
- an identification and cost estimate of any Immediate Repairs, which must be included in the appropriate Completion/Repair Agreement; and
- a general estimate of anticipated replacement and major maintenance needs.

For any Property consisting of multiple buildings, the site inspection must address the condition of all roofs, HVAC equipment, exterior façades, parking lots, exterior walkways, and balconies.

If a Mortgage Loan has a term greater than 10 years, then you must ensure that a new site inspection is performed in the 10th year of the loan term.

The date of the site inspection must meet the timing requirements for a PCA in Part II, Chapter 4: Inspections and Reserves, Section 402: Property Condition Assessment (PCA).

You must not Deliver any Small Mortgage Loan secured by a Property that has:

- an overall rating of “4” or “5” reported on the Comp Assmt Addendum tab of the MBA Master Inspection Form; or
- deferred maintenance with repair costs greater than 10% of the UPB.
Conducts a physical inspection of the Property.

Certifies in the Multifamily Underwriting Certificate (Form 6460) that the physical inspection has been performed.

**907.03 PCA**

**☑ Requirements**

A PCA is required:

- if the site inspection
  - notes structural or physical concerns, or
  - results in an overall rating of 3 being reported on the Comp Assmt Addendum tab of the MBA Master Inspection Form; or

- when a Replacement Reserve is required per Part III, Chapter 9: Small Mortgage Loans, Section 908: Replacement Reserve.

** Guidance**

When a PCA is required, you may use:

- the Streamlined Property Condition Assessment Guidance (Form 4099.A), but the PCA must otherwise comply with Part II, Chapter 4: Inspections and Reserves, Section 402: Property Condition Assessment (PCA); and

- the Streamlined PCA Requirements (Form 4099.A) instead of the MBA Master Inspection Form, if you include the overall inspection rating as defined on the MBA Master Inspection Form.

**Section 908 Replacement Reserve**

**☑ Requirements**

You must require either full funding or alternative funding (per Part II, Chapter 4: Inspections and Reserves, Section 404.03: Alternative Replacement Reserve Funding) of the Replacement Reserve for any Tier 2 Small Mortgage Loan on a

- Property not located in an Eligible MSA per Form 4660, or
- Rent-Stabilized Property located in the New York-Newark-Jersey City, NY-NJ-PA MSA.

For all other Small Mortgage Loans, you must determine whether to require
funding of the Replacement Reserve.

If you do not require full funding, then you and the Borrower must execute either

- the appropriate Modifications to Multifamily Loan and Security Agreement (Replacement Reserve – Partially or Fully Waived) (Form 6220), or
- the Modifications to Multifamily Loan and Security Agreement (Replacement Reserve – Alternative Funding) (Form 6221).

### Section 909  Environmental Matters and Inspections

**Requirements**

Before the Commitment Date, you must:

- Obtain an Environmental Screening of the Property using the ASTM E-1528 protocol.
- Perform a physical site inspection of the Property.
- Notify the Appraiser of any Recognized Environmental Condition or “non-scope considerations” that would impact the value of the Property.
- Determine if an O&M plan is appropriate to address a Recognized Environmental Condition.
- Determine if the state where the Property is located has an environmental super-lien statute, and ensure that the Property conditions are not likely to result in such a lien.
- Disclose any actual or suspected environmental conditions not disclosed in the ESA.
- Evaluate the potential risk posed by any Recognized Environmental Conditions that could result in loss or liability to you, the Borrower, the Property, or Fannie Mae.
- Obtain a copy of any Phase I ESA that the Borrower has in its possession or can obtain.
- Determine, based on the findings of the environmental screening and analysis, whether a Phase I ESA is required and, if so, contract for the report.
- When indicated, contract for a Phase II ESA.
- Disclose any knowledge of actual or suspected environmental problems.

**Guidance**

You may contract portions of your environmental responsibilities to qualified parties. The environmental screening and analysis may be completed by:
the engineer conducting the PCA (if one was required);
- a qualified employee; or
- a qualified non-employee.

**Operating Procedures**

If a qualified individual performs the environmental screening and analysis, you must:
- Identify the individual.
- Ensure that the individual certifies each environmental analysis.
- Submit a certified copy of each environmental analysis with Folder II of the Multifamily Mortgage Loan Delivery Package Table of Contents (Form 6502).

### Section 910  
**Borrower, Key Principals, Guarantors, and Principals**

**Requirements**

Except as described below, you must comply with all requirements for the Borrower, Key Principals, Guarantors, and Principals in Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals.

### 910.01  
**Borrower Organizational Structure**

**Requirements**

Any individual Borrower must be a U.S. citizen.

Although a single asset entity is preferred, the Borrower may be a multi-asset entity.

**Guidance**

If the Borrower owns multiple assets, then you should obtain and underwrite the Borrower’s complete schedule of owned real estate assets. Your underwriting should include the nature, location, cash flows, outstanding mortgage debt, and contingent liabilities of each asset.

### 910.02  
**Co-Tenant Borrowers**

**Requirements**

If a Co-Tenant Borrower is not an individual or a trust holding title to assets
of an individual, each Key Principal must execute the applicable Guaranty per Part III, Chapter 9: Small Mortgage Loans, Section 902: Key Principal Guaranty Obligation.

Co-Tenant Borrowers must be
- individuals who are U.S. citizens,
- single-asset entities, or
- multi-asset entities.

### 910.03 Key Principals

- **Requirements**

  You must ensure that any individual Key Principal is a U.S. citizen.

### 910.04 Principals

- **Requirements**

  For Small Mortgage Loans, a Principal is any person or entity that holds direct or indirect interests of 50% or more in the Borrower.

### 910.05 Financial Statements

- **Requirements**

  You must obtain
  - a schedule of owned real estate assets, and
  - signed financial statements.

  Instead of signed financial statements, you may obtain an equivalent signed net worth statement or personal financial statement (such as a form bank application from the Borrower certifying to its financial condition) that conforms to the aging requirements in Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals.

### 910.06 Net Worth and Liquid Assets

- **Requirements**

  You must ensure that:
  - the combined net worth of the Borrower and all Key Principals equals or
exceeds the original principal amount of the Small Mortgage Loan; and

- the combined post-closing liquid assets (excluding any Small Mortgage Loan cash-out proceeds) of the Borrower and all Key Principals equal at least 9 monthly payments of P&I on the Small Mortgage Loan.

**Guidance**

You should:

- for net worth, consider the impact of current, long-term, and contingent liabilities compared to the Small Mortgage Loan amount;
- for liquidity, exclude the following unless you have reasonable justification:
  - retirement funds (such as IRAs and 401Ks); and
  - promissory notes payable to the Borrower or a Key Principal, whether secured or unsecured; and
- verify liquid assets for the 2-month period immediately preceding the Borrower's loan application by obtaining copies of all applicable:
  - bank statements; and
  - investment portfolio statements.

### Section 911 Credit Reports

#### 911.01 Credit Report

**Requirements**

Within 90 days before the Commitment Date, you must obtain credit reports for all individual

- Borrowers,
- Key Principals,
- Guarantors, and
- Principals

from at least 2 of the following credit information services:

- Equifax;
- Experian; or
- TransUnion.
You must ensure that all individual Borrowers, Key Principals, Guarantors, and Principals meet the Minimum FICO Requirement in Form 4660.

Guidance

To determine that the Minimum FICO Requirement is met, follow these guidelines:

<table>
<thead>
<tr>
<th>If...</th>
<th>Then...</th>
</tr>
</thead>
<tbody>
<tr>
<td>You obtain credit reports from 2 of the 3 credit information services for a Borrower, Key Principal, Guarantor, or Principal</td>
<td>Use the lower of the 2 scores.</td>
</tr>
<tr>
<td>You obtain credit reports from all 3 credit information services, for a Borrower, Key Principal, Guarantor, or Principal</td>
<td>Use the middle score.</td>
</tr>
<tr>
<td>A Borrower, Key Principal, or Principal is married to another Borrower, Key Principal, Guarantor, or Principal</td>
<td>Use the lower FICO score of the 2 married individuals.</td>
</tr>
<tr>
<td>A Small Mortgage Loan has multiple individual Borrowers, Key Principals, Guarantors, or Principals</td>
<td>Use the average of their respective FICO scores.</td>
</tr>
</tbody>
</table>

You must analyze the credit report for each individual Borrower, Key Principal, Guarantor, and Principal.

If the answer to any of the following Guidance questions is “yes”, then the Borrower, Key Principal, Guarantor, or Principal must give you satisfactory explanations, even if they meet the Minimum FICO Requirement.

Guidance

As you analyze the credit report, consider the following questions:
- Have any mortgage late payments occurred in the previous 36 months?
- Have any revolving or installment late payments occurred within the previous 12 months?
- Do you consider any of the credit card or other unsecured debt balances excessive?
- Have any tax liens been filed or reported within the previous 5 years?
- Have any discharged bankruptcies or mortgage foreclosures occurred within the previous 10 years?
- Are there any outstanding judgments or collections higher than $5,000?
Chapter 10

Healthy Housing Rewards

Section 1001

Healthy Housing Rewards

☑ Requirements

Healthy Housing Rewards™ provides incentives for Borrowers who incorporate healthy design features or provide enhanced resident services that improve the health and stability of residents of the Property.

You must not combine the Healthy Design product with the Enhanced Resident Services product.

Section 1002

Healthy Design

☑ Requirements

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligibility</strong></td>
</tr>
<tr>
<td>You must ensure:</td>
</tr>
<tr>
<td>• The Property is an MAH Property with rent or income restrictions where at least 60% of the units are serving tenants with incomes of 60% of AMI or less.</td>
</tr>
<tr>
<td>• The Property receives a Fitwel certification before Rate Lock.</td>
</tr>
<tr>
<td>• The Borrower or an Affiliate did not previously receive this benefit for the same Property.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certification Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrowers responsibility.</td>
</tr>
</tbody>
</table>

➡ Guidance

You may choose to pay the Borrower’s certification cost. Fannie Mae will reimburse you for the certification cost upon Delivery.

🔓 Operating Procedures

**Fitwel® Certification Process**

To obtain a Fitwel® certification, the Borrower must:

1. review the free Fitwel® for Multifamily Residential Scorecard available at www.fitwel.org/resources;
2. decide if the certification is appropriate;
3. begin the process by registering online at www.fitwel.org; and
4. submit all application materials.

The review and certification process takes approximately 6 weeks.

**DUS Gateway Process**

To register a Healthy Design Property in DUS Gateway:

1. select the Pricing/Fees category;
2. select the Healthy Design Certification subcategory; and
3. obtain a pricing quote that may include a pricing incentive.

Before Rate Lock, you must upload the following documents to DUS Gateway as Third-Party Reports, with the Document type set to Healthy Design Certification:

- Fitwel® Star Rating Certificate; and
- Borrower’s invoice or payment receipt from Fitwel®.

If you choose to pay the Borrower’s certification cost and request reimbursement from Fannie Mae, you must upload the following additional documents as Third-Party Reports, with the Document type set to Healthy Design Certification:

- your invoice to Fannie Mae for reimbursement of the certification cost; and
- completed Servicing Advances Payment Reimbursement Request (Form 4829).

To receive reimbursement, you must request the reimbursement from the Deal Team via chatter in DUS Gateway and Deliver the Mortgage Loan as Healthy Housing Rewards.

### Section 1003 Enhanced Resident Services

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Product Description</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>For Borrowers who provide resident services that improve the health and well-being of tenants at the Property. Services must correspond to the needs of the tenant population.</th>
</tr>
</thead>
</table>
### Product Description

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>You must ensure:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• The Property is an MAH Property with rent or income restrictions where at least 60% of the units are serving tenants with incomes of 60% of AMI or less.</td>
</tr>
<tr>
<td></td>
<td>• The Property receives an Enhanced Resident Services (ERS) certification before Rate Lock.</td>
</tr>
<tr>
<td></td>
<td>• The Sponsor receives a Certified Organization for Resident Engagement &amp; Services (CORES) certification before Rate Lock.</td>
</tr>
<tr>
<td></td>
<td>• The Borrower or an Affiliate did not previously receive this benefit for the same Property.</td>
</tr>
</tbody>
</table>

| Certification Cost | Borrowers responsibility for the cost of all initial and ongoing Property and Sponsor certifications. |

<table>
<thead>
<tr>
<th>Underwriting</th>
<th>You must ensure:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• The Sponsor demonstrates a commitment to providing meaningful, coordinated resident services as part of its long-term business strategy.</td>
</tr>
<tr>
<td></td>
<td>• The Property's operating budget includes the costs of providing the services.</td>
</tr>
<tr>
<td></td>
<td>• The underwritten expenses are equal to or greater than the annual dollar amount of the Healthy Housing Rewards ERS pricing reduction.</td>
</tr>
<tr>
<td></td>
<td>• The underwritten expenses include the pricing reduction and costs of providing the services.</td>
</tr>
<tr>
<td></td>
<td>• A Guarantor provides a Non-Recourse Guaranty for losses resulting from failure to comply with the Healthy Housing Rewards terms of the Loan Documents. This Guaranty must be incorporated into the Multifamily Guaranty of Non-Recourse Obligations (Form 6015 series) or covered in a separate guaranty from the Sponsor.</td>
</tr>
</tbody>
</table>

#### Guidance

You may choose to pay the Property's initial ERS certification cost on behalf of the Borrower. Fannie Mae will reimburse you for the Property’s initial ERS certification cost upon Delivery.
Stewards of Affordable Housing for the Future (SAHF) refers to the Sponsor-level certification as a CORES certification and the property-level certification as an Enhanced Resident Services Property certification.

Services that improve the health and well-being of tenants may support, among other things:

- health and wellness programs;
- food access;
- youth and education programming;
- community engagement;
- job training;
- financial literacy; and
- housing stability.

To meet project timelines, you may permit the Borrower to obtain the

- Sponsor-level certification before identifying the property, and
- Property-level certification in conjunction with underwriting the Mortgage Loan.

Both existing and proposed new services may be included to meet certification requirements. If the Property offers sufficient existing services to receive the required certifications, the Borrower does not need to provide additional services.

**Operating Procedures**

You calculate the Healthy Housing Rewards Enhanced Resident Services price reduction by multiplying the Mortgage Loan amount by the ERS price incentive granted by Fannie Mae.

**DUS Gateway Process**

You must register the deal in DUS Gateway and obtain the pricing quote by selecting both of the following options on the Pre-Review and/or Waiver Edits Screen.

<table>
<thead>
<tr>
<th>Category</th>
<th>Pre-Review (4660)</th>
<th>Pricing/Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-category</td>
<td>Property Operations &amp; Underwriting Terms</td>
<td>Enhanced Resident Services Certification</td>
</tr>
<tr>
<td>Descriptor</td>
<td>Healthy Housing Rewards Enhanced Resident Services</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Prior to Rate Lock, you must upload the following documents to DUS Gateway as Third-Party Reports, with the Document type set to “Enhanced Resident Services Certification”:

- the Sponsor-level certification;
- the Property-level certification; and
- Borrower’s invoice or payment receipt from SAHF for the Property-level certification.

If you choose to pay for the Borrower’s initial Property-level certification and request reimbursement from Fannie Mae, you must upload the following additional documents as Third-Party Reports, with the Document type set to Enhanced Resident Services Certification:

- your invoice to Fannie Mae for reimbursement of the Property-level certification cost; and
- completed Form 4829.

To receive reimbursement, you must request the reimbursement from the Deal Team via chatter in DUS Gateway and Deliver the Mortgage Loan as Healthy Housing Rewards.
Chapter 11  Adjustable Rate Mortgage (ARM) Loans

Section 1101  Description

☑ Requirements

An ARM Loan has

- an interest rate that is adjusted periodically based on a specified Index, and
- payments that are adjusted to repay the UPB in substantially equal payments over the remaining amortization period.

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plan Number</strong></td>
</tr>
</tbody>
</table>
| **Terms**           | • 5, 7, or 10 years.  
                     | • See Pricing Memo for current term availability. |
| **Index**           | 1-month LIBOR |
| **Interest Rate Floor** | Must not be less than the combined  
                          | • Guaranty Fee, plus  
                          | • Servicing Fee, plus  
                          | • investor spread. |
| **Rate Change Date** | Date the interest rate changes based on changes in the Index. |
| **Prepayment Availability** | • No prepayment during the 1st Loan Year; then prepayable with a 1% Prepayment Premium.  
                            | • No Prepayment Premium is due  
                            | - during the last 3 months of the loan term, or  
                            | - when an ARM Loan converts to a fixed rate Mortgage Loan. |
## Product Description

<table>
<thead>
<tr>
<th></th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Matures on the 5th, 7th, or 10th anniversary of the 1st day of the month:</td>
</tr>
<tr>
<td></td>
<td>• immediately following the month in which the Mortgage Loan was originated; or</td>
</tr>
<tr>
<td></td>
<td>• in which the Mortgage Loan was originated, if the Mortgage Loan Origination Date was on the 1st day of a month.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Scheduled monthly payments are due on the 1st day of each month.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Interest Rate Change Frequency</th>
<th>Monthly</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Maximum Interest Rate Change</th>
<th>Plus or minus 1% of the then-current interest rate.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Maximum Lifetime Interest Rate Limit</th>
<th>For ARM 7/6, the</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• Guaranty Fee, plus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Servicing Fee, plus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 6%.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Index Look-Back Period</th>
<th>15 days before the Rate Change Date.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Interest Accrual Method</th>
<th>Actual/360</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Interest Rate Cap</th>
<th>Not required; interest rate adjustments are subject to an embedded cap.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Conversion to Fixed Rate</th>
<th>Permitted between the 1st day of the 2nd Loan Year and the last day of the:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• 4th Loan Year if the loan term is 5 years; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 5th Loan Year if the loan term is greater than 5 years.</td>
</tr>
</tbody>
</table>

## Section 1102

### Underwriting

#### Requirements

You must Rate Lock the ARM Loan with the Multifamily Trading Desk (MBS or cash).
You must ensure that the maximum ARM Loan amount is the lowest of the amount:

- calculated applying the applicable minimum DSCR per Form 4660 for both the
  - maximum lifetime interest rate limit, and
  - Fixed Rate Test per Form 4660;

- calculated using the applicable maximum LTV per Form 4660; and
- you determined is appropriate.

You must use the Fixed Rate Test interest rate to determine the UPB for the refinance risk analysis per Part II, Chapter 2: Valuation and Income, Section 203: Refinance Risk Analysis.

**Section 1103 Prepayment Terms**

<table>
<thead>
<tr>
<th>Situation</th>
<th>Prepayment Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrower attempts to make a voluntary prepayment during the 1st Loan Year.</td>
<td>Borrower may not make a voluntary prepayment during the 1st Loan Year (i.e., a voluntary prepayment is locked out).</td>
</tr>
<tr>
<td>ARM Loan is accelerated during the prepayment lockout period.</td>
<td>Borrower owes a 5% Prepayment Premium.</td>
</tr>
<tr>
<td>Borrower makes a prepayment after the 1st Loan Year and before the 3 months prior to the Maturity Date for any reason other than a casualty or condemnation.</td>
<td>Borrower owes a Prepayment Premium.</td>
</tr>
<tr>
<td>ARM Loan converts to a fixed rate Mortgage Loan.</td>
<td>Borrower does not owe a Prepayment Premium.</td>
</tr>
</tbody>
</table>
Situation | Prepayment Provisions
---|---
Borrower makes a prepayment during the 3 months before the Maturity Date. | Borrower does not owe a Prepayment Premium.
Borrower makes a prepayment due to casualty or condemnation. | Borrower does not owe a Prepayment Premium.

### 1103.02 1% Prepayment Premium Schedule

**Requirements**

After the 1st Loan Year, the Prepayment Premium will be 1% for any reason other than a casualty or condemnation.

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (Locked Out)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>3</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>4</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>5</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>7</td>
<td>N/A</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>8</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
<tr>
<td>9</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
<tr>
<td>10</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
</tbody>
</table>

1During the lockout period, the Borrower may not voluntarily prepay the ARM Loan. If the ARM Loan is accelerated during the lockout period, the Borrower owes a 5% Prepayment Premium.
### A SARM Loan is an ARM Loan with an external Interest Rate Cap.

**Product Description**

| Plan Numbers          | • 03488 for 1-month LIBOR.  
|                       | • 03487 for 3-month LIBOR.  
| Term                  | 5 to 10 years               
| Funding Type          | MBS or cash                 
| Index                 | 1- or 3-month LIBOR         
| Interest Rate Floor   | Must not be less than the combined  
|                       | • Guaranty Fee, plus       
|                       | • Servicing Fee, plus       
|                       | • investor spread.         
| Prepayment Availability| After a 1-year lock-out period, may be voluntarily prepaid per the selected prepayment option.  
| Minimum Loan Amount   | $25 million                 
| Interest Rate         | Equals the                  
|                       | • Index, plus               
|                       | • Guaranty Fee, plus        
|                       | • Servicing Fee, plus       
|                       | • investor spread.         
| Interest Rate Adjustment| • Occurs every 1 or 3 months depending on the Index.  
|                       | • Has no limit on number or size of rate changes.  
| Interest Rate Cap     | Required for the entire term of the SARM Loan.  

### Product Description

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amortization and Interest Accrual Method</strong></td>
</tr>
<tr>
<td>Amortizes with fixed monthly principal installments based on a calculated actual/360 fixed rate payment.</td>
</tr>
<tr>
<td><strong>Conversion to Fixed Rate</strong></td>
</tr>
<tr>
<td>Permitted, with no prepayment penalty and minimal re-underwriting, between the 1st day of the 2nd Loan Year and the last day of the 4th month preceding the end of the Mortgage Loan term.</td>
</tr>
<tr>
<td><strong>Rate Lock</strong></td>
</tr>
<tr>
<td>• 45-day commitments.</td>
</tr>
<tr>
<td>• No rate change may occur before Delivery.</td>
</tr>
</tbody>
</table>

### Section 1202

**Underwriting**

**Requirements**

You must calculate the minimum underwritten DSCR based on an amortizing debt service constant.

### Minimum Underwritten DSCR

<table>
<thead>
<tr>
<th>Variable Underwriting Rate</th>
<th>Equals:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• the applicable 1-month LIBOR Index or 3-month LIBOR Index at the time of Rate Lock; plus</td>
</tr>
<tr>
<td></td>
<td>• the Mortgage Loan margin equal to</td>
</tr>
<tr>
<td></td>
<td>- the Investors required spread over the applicable 1-month LIBOR Index or 3-month LIBOR Index, plus</td>
</tr>
<tr>
<td></td>
<td>- the Guaranty Fee, plus</td>
</tr>
<tr>
<td></td>
<td>- the Servicing Fee; plus</td>
</tr>
<tr>
<td></td>
<td>• a 3% interest rate spread; plus</td>
</tr>
<tr>
<td></td>
<td>• a cap cost factor (see Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans, Section 1205.03: Including the Cap Cost Factor in the Variable Underwriting Rate of this Chapter for the cap cost factor calculation) if the Borrower does not purchase an Interest Rate Cap for the full term of the SARM Loan at loan origination.</td>
</tr>
<tr>
<td>Debt Service Constant</td>
<td>Equals</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>• the Variable Underwriting Rate, plus</td>
</tr>
<tr>
<td></td>
<td>• the applicable amortization factor based on the Variable Underwriting Rate.</td>
</tr>
</tbody>
</table>

You must ensure that the maximum SARM Loan amount is the lowest of the amount:

- calculated applying the applicable minimum DSCR per Form 4660 for both the
  - Variable Underwriting Rate for the adjustable interest rate, and
  - Fixed Rate Test described in the Form 4660;
- calculated using the applicable maximum LTV Ratio per Form 4660;
- calculated using the minimum Cap Strike Rate, if set by Fannie Mae; and
- you determined is appropriate.

You must use the Fixed Rate Test interest rate to determine the UPB for the refinance risk analysis per Part II, Chapter 2: Valuation and Income, Section 203: Refinance Risk Analysis.

**Guidance**

The amortization used to underwrite the SARM Loan is different than the actual SARM Loan amortization schedule, which uses fixed monthly principal installments.

**Section 1203  Actual Amortization Calculation**

**Requirements**

You must amortize SARM Loans on a straight line basis over the total loan term. The amount of amortization due during the Mortgage Loan term is the same amount that would be due, in total, for a comparable fixed rate loan. When you calculate the amortization due, you must consider

- the loan term,
- amortization schedule,
- any interest only period, and
- the Pricing and Underwriting Tier.
To calculate SARM Loan amortization, you must use fixed rate pricing with an interest rate equal to:

- an indicative MBS investor yield; plus
- the lower of:
  - the lowest Guaranty Fee and Servicing Fee in the Pricing Memo for a hypothetical actual/360 fixed rate Mortgage Loan with the same loan term and Pricing and Underwriting Tier as the SARM Loan; or
  - the Guaranty Fee and Servicing Fee quoted by the Deal Team for a fixed rate Mortgage Loan when you request pricing for the SARM Loan.

**Operating Procedures**

1. You must obtain quotes for a hypothetical actual/360 fixed rate Mortgage Loan.

   For example, for a SARM Loan with a 10-year loan term...

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
   | Guaranty Fee quoted by Fannie Mae | 0.95%
   | Servicing Fee quoted by Fannie Mae   | + 0.55%
   | US Treasury and investor spread (quoted by Fannie Mae or Third Party MBS Investor) | + 4.00%
   | Gross Note Rate            | = 5.50%

   You must use the same 5.50% annual interest rate to calculate the amortization for the 10-year SARM Loan.

2. You must calculate the fixed monthly principal installment required over the term of the SARM Loan following these steps:

   **Step 1:** Using an actual/360 interest accrual method, calculate the aggregate amortization amount that would be collected over the term of the SARM Loan based on the:

   - principal amount of the SARM Loan;
   - lowest applicable interest rate for a hypothetical actual/360 fixed rate Mortgage Loan with the same loan term, and Pricing and Underwriting Tier as the SARM Loan, rounded to 3 decimal places; and
   - required amortization period.

   **Step 2:** Divide the aggregate amortization amount determined in Step 1 by the number of amortizing monthly installments in the SARM Loan term. For example, the number of monthly installments would be:
60, for a 5-year amortizing Mortgage Loan;
84, for a 7-year amortizing Mortgage Loan;
120, for a 10-year amortizing Mortgage Loan; or
108, for a 10-year Mortgage Loan with 1 year of interest-only.

The result is the fixed monthly principal installment.

**Example:** Assume a 10-year Tier 2 fixed rate Mortgage Loan with a
- 5.500% per annum Gross Note Rate,
- 360-month amortization period, and
- $25 million loan amount.

Calculate the fixed monthly principal installment as follows:

**Step 1:** Calculate the aggregate principal amortization amount that
would be collected over the term of the Mortgage Loan if it had a fixed
rate.

Estimate the month and year in which the first full monthly loan payment
would be made, based on an actual/360 amortization schedule. The
total amount of amortization depends on both
- the number of days (i.e., 28, 29, 30, or 31) in the month prior to each
  loan payment date, and
- when the next leap year occurs.

Assuming
- a SARM Loan amount of $25 million,
- a 30-year amortization term,
- a debt service constant calculated using the Gross Note Rate of
  5.500% (6.8134680% debt service constant),
- an actual/360 interest accrual method,
- an issue date of December 1, 2018, and
- a first loan payment date of January 1, 2019,

the aggregate amount allocated to principal over 120 payments is
$4,114,494.17.

**Step 2:** Calculate the fixed monthly principal installment by dividing the
aggregate amortization amount by the total number of amortizing
payments during the SARM Loan term.
### Section 1204  Prepayment Terms

#### 1204.01  Generally

✓ **Requirements**

The following table describes various situations and the applicable prepayment provisions; see Part V, Chapter 2: Reporting and Remitting, Section 213: Prepayment Premium Sharing for Prepayment Premium calculations and sharing between you and Fannie Mae.

<table>
<thead>
<tr>
<th>Situation</th>
<th>Prepayment Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrower attempts to make a voluntary prepayment during the 1st Loan Year.</td>
<td>Borrower may not make a voluntary prepayment during the 1st Loan Year (i.e., a voluntary prepayment is locked out).</td>
</tr>
<tr>
<td>SARM Loan is accelerated during the prepayment lockout period.</td>
<td>Borrower owes a 5% Prepayment Premium.</td>
</tr>
<tr>
<td>Borrower makes a prepayment sometime after the 1st Loan Year and before the 3 months before Maturity Date for any reason other than a casualty or condemnation.</td>
<td>Borrower owes a Prepayment Premium.</td>
</tr>
<tr>
<td>SARM Loan converts to a fixed rate Mortgage Loan.</td>
<td>Borrower does not owe a Prepayment Premium.</td>
</tr>
<tr>
<td>Borrower makes a prepayment during the 3 months before the Maturity Date.</td>
<td>Borrower does not owe a Prepayment Premium.</td>
</tr>
<tr>
<td>Borrower makes a prepayment due to casualty or condemnation.</td>
<td>Borrower does not owe a Prepayment Premium.</td>
</tr>
</tbody>
</table>

#### 1204.02  Prepayment Option 1 – Declining Prepayment Premium Schedule
## Requirements

For a voluntary prepayment after the 1-year lockout period using Prepayment Option 1, you must use Schedule 4 of the Multifamily Loan and Security Agreement - Prepayment Premium Schedule (Graduated Prepayment Premium – ARM, SARM) (Form 6104.10) with the applicable Prepayment Premium percentage listed in this table.

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (Locked Out)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>4%</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>3</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>4</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>5</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>7</td>
<td>N/A</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>8</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
<tr>
<td>9</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
<tr>
<td>10</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
</tbody>
</table>

1During the lockout period, the Borrower may not voluntarily prepay the SARM Loan. If the SARM Loan is accelerated during the lockout period, the Borrower owes a 5% Prepayment Premium.

---

### 1204.03 Prepayment Option 2 - 1% Prepayment Premium Schedule

## Requirements

For a voluntary prepayment after the 1-year lockout period using Prepayment Option 2, you must use Schedule 4 to Multifamily Loan and Security Agreement (Prepayment Premium Schedule-1% Prepayment Premium – ARM, SARM)(Form 6104.11) to document the required 1% Prepayment Premium.

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (Locked Out)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>3</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>
### Section 1205  
**Interest Rate Caps**

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interest Rate Cap</strong></td>
<td>Borrower must purchase a third-party Interest Rate Cap.</td>
</tr>
<tr>
<td><strong>Interest Rate Cap Provider</strong></td>
<td>Borrower must only obtain bids from providers approved by Fannie Mae as listed on <a href="http://www.fanniemae.com/multifamily">www.fanniemae.com/multifamily</a>.</td>
</tr>
<tr>
<td><strong>Interest Rate Cap Documentation</strong></td>
<td>Must be on forms that are acceptable to Fannie Mae.</td>
</tr>
<tr>
<td><strong>Minimum Interest Rate Cap Term</strong></td>
<td>5 years. The Borrower must keep an Interest Rate Cap Agreement in place continually until the earlier of the</td>
</tr>
<tr>
<td></td>
<td>• effective date of any permitted conversion to a fixed rate Mortgage Loan, or</td>
</tr>
<tr>
<td></td>
<td>• Maturity Date of the SARM Loan.</td>
</tr>
<tr>
<td><strong>Replacement Cap</strong></td>
<td>You must ensure that the Borrower purchases a replacement cap if the Interest Rate Cap term expires before the conversion or Maturity Date of the SARM Loan.</td>
</tr>
</tbody>
</table>
### Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Cost Factor</td>
<td>Equals the cost of a replacement cap divided by the initial cap term.</td>
</tr>
<tr>
<td>Interest Rate Cap Reserves</td>
<td>Borrower must fund a cash reserve sufficient to purchase a replacement cap if the Interest Rate Cap term expires before the Maturity Date of the SARM Loan.</td>
</tr>
<tr>
<td>Cap Contract Process and Documentation</td>
<td>You must deliver all cap-related documentation to Fannie Mae, including the • Interest Rate Cap Agreement, and • Interest Rate Cap Reserve and Security Agreement (Form 6442). Fannie Mae will engage outside counsel at your expense to review all cap-related documentation.</td>
</tr>
<tr>
<td>Initial Interest Rate Cap Notional Amount</td>
<td>Notional amount of the initial Interest Rate Cap throughout its term must equal the original principal amount of the SARM Loan.</td>
</tr>
</tbody>
</table>

**Guidance**

You may require the Borrower to:

- pay Fannie Mae's costs, including legal fees; and
- fund a reserve for the payment of these expenses.

### 1205.01 Replacement Interest Rate Cap

**Requirements**

If the initial Interest Rate Cap expires before the Maturity Date of the SARM Loan, you must ensure that:

- The Borrower purchases a replacement Interest Rate Cap to cover the remaining term.
- The notional amount of any replacement cap equals the outstanding principal balance of the SARM Loan when the replacement cap becomes effective, and continues throughout the term of the replacement cap.
- The term of the replacement cap equals the remaining term of the SARM Loan, or a shorter term if previously approved and documented in the
The Cap Strike Rate of the replacement cap is equal to or less than the Cap Strike Rate at Mortgage Loan origination (see Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans, Section 1205.02: Determining the Cap Strike Rate).

**Guidance**

The Borrower may purchase an Interest Rate Cap in advance if

- the initial cap goes into effect on the Mortgage Loan Origination Date, and
- the replacement cap goes into effect on the Maturity Date of the initial cap.

### 1205.02 Determining the Cap Strike Rate

**Requirements**

You must determine the maximum Cap Strike Rate. The sum of the following must not be greater than the rate (calculated using an underwritten debt service constant that includes amortization) that produces the minimum required Underwritten DSCR for the Pricing and Underwriting Tier of the SARM Loan:

- Cap Strike Rate; plus
- Guaranty Fee; plus
- Servicing Fee; plus
- investor spread; plus
- the higher of a cap cost factor (see Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans, Section 1205.03: Including the Cap Cost Factor in the Variable Underwriting Rate) or actual Interest Rate Cap escrow deposits, if an interest rate cap for the full term of the Mortgage Loan is not purchased at closing.

You must ensure that the Cap Strike Rate at which the Borrower purchases any replacement cap is not greater than the Cap Strike Rate at which the initial cap was purchased.

**Guidance**

If the Borrower purchases an Interest Rate Cap with a Cap Strike Rate less than the maximum rate, then any replacement cap may still be purchased at a Cap Strike Rate that is less than or equal to the maximum rate.
You may calculate the initial Cap Strike Rate based on an interest-only underwritten debt service constant if the approved interest-only term is greater than or equal to the initial Interest Rate Cap term.

### 1205.03 Including the Cap Cost Factor in the Variable Underwriting Rate

**Requirements**

When determining the Variable Underwriting Rate used to calculate the minimum required Underwritten DSCR, you must include a cap cost factor based on the term of the SARM Loan and the term of the initial Interest Rate Cap.

You do not need to include a cap cost factor if the term of the initial Interest Rate Cap equals the term of the SARM Loan.

You must ensure that the cap cost factor equals

- the estimated cost of the replacement cap (when the term of the initial cap expires), divided by

- the term of the initial cap.

**Operating Procedures**

For example, to calculate the cap cost factor assuming a 5-year Interest Rate Cap and 7-year SARM Loan term:

- You must include an annual cap cost factor in the Variable Underwriting Rate.

- If the SARM Loan term is 7 years and an initial cap is purchased for a 5-year term, the cap cost factor equals the estimated cost of a replacement cap divided by 5 (the number of years of the initial interest rate term).

- The replacement cap has a 2-year term and a Cap Strike Rate equal to that of the initial cap.

- If a 2-year Interest Rate Cap at the initial Cap Strike Rate costs 20 basis points, you must divide 20 by 5, then add the result (4 basis points) to the Variable Underwriting Rate.

### 1205.04 Establishing Interest Rate Cap Reserves

**Requirements**

You must ensure that the Borrower has a cash reserve to purchase a replacement Interest Rate Cap if the term of the initial Interest Rate Cap is less than the term of the SARM Loan.
If the initial Interest Rate Cap Agreement has a term of 5 years, the Borrower must fund the cash reserve with each monthly Mortgage Loan payment during the term.

If the initial cap has a term of more than 5 years, the Borrower’s monthly reserve payments for a replacement cap must start no later than 5 years before the existing cap expires.

You must calculate the monthly reserve payments for the first 12-month period using the estimated cost of the replacement Interest Rate Cap.

**Guidance**

Assuming that a 5-year Interest Rate Cap is initially purchased for a SARM Loan with a 10-year term, if

- the initial cap is purchased with a 6.50% Cap Strike Rate, and
- the cost of a replacement 5-year cap with a 6.50% Cap Strike Rate is $250,000,
- then the monthly reserve for the first 12-month period would be $4,166.67 ($250,000 cost ÷ 60 months).

---

1205.05 Interest Rate Cap Contract Documentation and Delivery

**Operating Procedures**

1. **Cap Provider Payment**

   The Interest Rate Cap provider must make a payment directly to you if, on the 1st day of the month corresponding with the monthly loan payment dates of a LIBOR-based SARM,

   - the 1-Month Index for a 1-month SARM Loan exceeds the Cap Strike Rate for a monthly settlement, or
   - the 3-Month Index for a 3-month SARM Loan exceeds the Cap Strike Rate for a quarterly settlement.

   Only disburse a provider payment to the Borrower if

   - there is no Mortgage Loan default, and
   - you have received all payments due under the Note for that month.

2. **Timing**

   The Borrower must accept a bid for the initial Interest Rate Cap in writing from a Fannie Mae approved provider before you Deliver the SARM.

   You must give Fannie Mae copies of all cap-related documentation when
you deliver the SARM Loan.

3. **Purchase Price**

The Borrower must pay the entire purchase price for an Interest Rate Cap to the provider when the Interest Rate Cap Agreement is issued.

4. **Pledge to Fannie Mae**

The Borrower must execute Form 6442 to pledge its interest in the Interest Rate Cap and any reserve to Fannie Mae, as additional collateral for the SARM Loan.
## Chapter 13
Hybrid Adjustable Rate Mortgage (Hybrid ARM) Loans

### Section 1301
Description

- **Requirements**

  A Hybrid ARM Loan combines the features of fixed rate and ARM Loans, and has a total term of 30 years, consisting of:
  - an initial term when interest accrues at a fixed rate, followed by
  - the remaining term, during which interest accrues at an adjustable rate.

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plan Number</strong></td>
</tr>
<tr>
<td><strong>Terms</strong></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>Maximum Loan Amount</strong></td>
</tr>
<tr>
<td><strong>Ineligible Products</strong></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td>Product Description</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Prepayment Premium Options</strong></td>
</tr>
<tr>
<td>• standard yield maintenance, or</td>
</tr>
<tr>
<td>• graduated Prepayment Premium.</td>
</tr>
<tr>
<td><strong>Prepayment Premium Period End Date / Yield Maintenance Period End Date</strong></td>
</tr>
<tr>
<td><strong>Conversion to Adjustable Rate</strong></td>
</tr>
<tr>
<td><strong>Index During Adjustable Rate Term</strong></td>
</tr>
<tr>
<td><strong>Interest Rate Floor</strong></td>
</tr>
<tr>
<td>• Guaranty Fee, plus</td>
</tr>
<tr>
<td>• Servicing Fee, plus</td>
</tr>
<tr>
<td>• investor spread (perForm 4660).</td>
</tr>
<tr>
<td><strong>Rate Change Date</strong></td>
</tr>
<tr>
<td><strong>Gross Note Rate During Adjustable Rate Term</strong></td>
</tr>
<tr>
<td>• Index, plus</td>
</tr>
<tr>
<td>• Guaranty Fee, plus</td>
</tr>
<tr>
<td>• Servicing Fee, plus</td>
</tr>
<tr>
<td>• investor spread (perForm 4660).</td>
</tr>
<tr>
<td><strong>Interest Rate Change Frequency During Adjustable Rate Term</strong></td>
</tr>
<tr>
<td><strong>Frequency of Payment Change During Adjustable Rate Term</strong></td>
</tr>
<tr>
<td><strong>Maximum Interest Rate Change</strong></td>
</tr>
<tr>
<td>• at conversion from fixed rate to adjustable rate, and</td>
</tr>
<tr>
<td>• during the adjustable rate term.</td>
</tr>
</tbody>
</table>
### Product Description

<table>
<thead>
<tr>
<th><strong>Maximum Interest Rate During Adjustable Rate Term</strong></th>
<th>5% over the fixed rate.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Index Look-Back Period</strong></td>
<td>45 days before the Rate Change Date.</td>
</tr>
<tr>
<td><strong>Interest Accrual Method</strong></td>
<td>Must be</td>
</tr>
<tr>
<td></td>
<td>• Actual/360, or</td>
</tr>
<tr>
<td></td>
<td>• 30/360.</td>
</tr>
<tr>
<td><strong>Payments</strong></td>
<td>Calculated using a 30/360 interest accrual method.</td>
</tr>
<tr>
<td><strong>Interest-Only</strong></td>
<td>Must not exceed the fixed rate term.</td>
</tr>
</tbody>
</table>

You must rate lock the Hybrid ARM Loan with the Multifamily Trading Desk (MBS or cash).

You must underwrite the Hybrid ARM Loan based on the applicable fixed rate terms.

---

### Section 1302 Interest Rate Conversion Date

#### Requirements

The conversion of the interest rate from fixed to adjustable is mandatory and automatic. After Fannie Mae confirms the Commitment for the Hybrid ARM Loan, it may not be modified.

After the Hybrid ARM Conversion Date, interest will accrue at the applicable adjustable rate, up to and including the Maturity Date.

#### Operating Procedures

As an example of the conversion to adjustable rate date calculation in Part III, Chapter 13: Hybrid Adjustable Rate Mortgage (Hybrid ARM) Loans, Section 1301: Description:

- If the effective date of the Loan Documents is July 1, 2019, and the fixed rate term is 7 years, then the Hybrid ARM Conversion Date would be July 1, 2026.

- If the fixed rate term is 7 years and the effective date is any other date in July 2019, then the Hybrid ARM Conversion Date would be August 1, 2026.
Section 1303  
Prepayment Terms

Requirements

You must select from 3 Prepayment Premium options.

### PREPAYMENT Option 1 – 5% Declining Prepayment Premium Schedule

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td>4%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>3</td>
<td>3%</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>4</td>
<td>2%</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>5</td>
<td>1%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
<td>2%</td>
<td>3%</td>
</tr>
<tr>
<td>7</td>
<td>N/A</td>
<td>1%</td>
<td>2%</td>
</tr>
<tr>
<td>8</td>
<td>N/A</td>
<td>N/A</td>
<td>2%</td>
</tr>
<tr>
<td>9</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
<tr>
<td>10</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
</tbody>
</table>

### PREPAYMENT Option 2 – 3% Declining Prepayment Premium Schedule

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>2%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>3</td>
<td>1%</td>
<td>2%</td>
<td>3%</td>
</tr>
<tr>
<td>4</td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>5</td>
<td>1%</td>
<td>1%</td>
<td>2%</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
<td>1%</td>
<td>2%</td>
</tr>
<tr>
<td>7</td>
<td>N/A</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>8</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
<tr>
<td>9</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
</tbody>
</table>
### PREPAYMENT Option 2 – 3% Declining Prepayment Premium Schedule

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>N/A</td>
<td>N/A</td>
<td>1%</td>
</tr>
</tbody>
</table>

### PREPAYMENT Option 3 – Standard Yield Maintenance

<table>
<thead>
<tr>
<th>Loan Year</th>
<th>5-Year Term</th>
<th>7-Year Term</th>
<th>10-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Last day of the 5th Loan Year</td>
<td>Last day of the 7th Loan Year</td>
<td>Last day of the 10th Loan Year</td>
</tr>
</tbody>
</table>

If the Borrower makes a prepayment due to casualty or condemnation, no Prepayment Premium is due. For all other prepayments, the Borrower must pay a Prepayment Premium if the prepayment occurs before the Prepayment Premium Period End Date.

The Borrower may prepay the Hybrid ARM Loan without any Prepayment Premium:

- on the last day of the fixed rate term; or
- at any time during the adjustable rate term.

The Prepayment Premium is shared with Fannie Mae per Part V, Chapter 2: Reporting and Remitting, Section 213: Prepayment Premium Sharing using the applicable Prepayment Premium schedule for a fixed rate Mortgage Loan.

### Section 1304  Monthly Principal and Interest Payments

#### 1304.01 During the Fixed Rate Term

- **Requirements**

  The monthly installments of P&I must equal the amount needed to repay the UPB

  - in substantially equal payments over the amortization term at the fixed rate, and
  - based on a 30/360 interest accrual method.

  To calculate loan payments at the end of an interest only period, refer to the Loan Documents.
1304.02 On the Hybrid ARM Loan Conversion Date

☐ Requirements

On the Hybrid ARM Conversion Date, the Borrower must make the last regularly scheduled payment of P&I for the fixed rate term.

1304.03 During the Adjustable Rate Term

☐ Requirements

The Borrower must make payments of P&I based on changes to the Index:

- on the 1st day of the month immediately following the Hybrid ARM Conversion Date; and
- on the 1st day of each month thereafter, until the Maturity Date.

On the Rate Change Date, a new P&I installment will be calculated to be in effect on the 1st day of the following month.

Monthly installments of P&I, due on each payment date during the adjustable rate term, must equal the amount needed to repay the UPB

- in substantially equal payments over the amortization term at the variable rate,
- based on a 30/360 interest accrual method.

🔧 Operating Procedures

To determine the amount of each monthly installment allocated to principal, subtract the amount allocated to interest following each rate change.

For example:

<table>
<thead>
<tr>
<th>A 5-year Hybrid ARM Loan with the following terms:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
</tr>
<tr>
<td>Fixed Rate</td>
</tr>
<tr>
<td>Fixed Rate Term</td>
</tr>
<tr>
<td>Amortization Term</td>
</tr>
<tr>
<td>Fixed Rate Period</td>
</tr>
<tr>
<td>Monthly Payment</td>
</tr>
<tr>
<td>UPB at End of Month 60</td>
</tr>
</tbody>
</table>
Upon conversion to adjustable rate in month 61, amortization is recalculated using the following terms:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
<td>$2,303,737.20</td>
</tr>
<tr>
<td>Variable Rate</td>
<td>4.25%</td>
</tr>
<tr>
<td>Amortization Term</td>
<td>300 months</td>
</tr>
<tr>
<td>Monthly Payment</td>
<td>$12,480.22</td>
</tr>
<tr>
<td>Interest Payment</td>
<td>(4.25% / 360 months) x 30 days x UPB</td>
</tr>
<tr>
<td>Principal Payment</td>
<td>Monthly Payment Interest Payment</td>
</tr>
<tr>
<td>UPB at End of Month 66</td>
<td>$2,277,579.64</td>
</tr>
</tbody>
</table>

At rate change in month 67, amortization is recalculated using the following terms:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
<td>$2,277,579.64</td>
</tr>
<tr>
<td>Variable Rate</td>
<td>4.50%</td>
</tr>
<tr>
<td>Amortization Term</td>
<td>294 months</td>
</tr>
<tr>
<td>Monthly Payment</td>
<td>$12,799.71</td>
</tr>
<tr>
<td>Interest Payment</td>
<td>(4.50% / 360 months) x 30 days x UPB</td>
</tr>
<tr>
<td>Principal Payment</td>
<td>Monthly Payment Interest Payment</td>
</tr>
<tr>
<td>UPB at End of Month 72</td>
<td>$2,251,786.15</td>
</tr>
</tbody>
</table>
Chapter 14  Supplemental Mortgage Loans

Section 1401  Description

Requirements

A Fannie Mae Supplemental Mortgage Loan is available for Properties with a Pre-Existing Mortgage Loan.

A non-Fannie Mae Subordinate Loan is only permitted for MAH Properties per Part III, Chapter 7: Multifamily Affordable Housing Properties.

For Moderate Rehabilitation Supplemental Mortgage Loans, see Part III, Chapter 3: Moderate Rehabilitation Mortgage Loans.

Section 1402  Supplemental Mortgage Loans

1402.01  Description

Requirements

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lender Eligibility</strong></td>
</tr>
<tr>
<td><strong>Ineligible Products</strong></td>
</tr>
<tr>
<td><strong>Loan History</strong></td>
</tr>
<tr>
<td><strong>Origination Date</strong></td>
</tr>
<tr>
<td>Product Description</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td><strong>Maximum Number of Supplemental Mortgage Loans</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Minimum Supplemental Loan Term</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Mortgage Loan Amount</strong></td>
</tr>
</tbody>
</table>
### Product Description

<table>
<thead>
<tr>
<th>Replacement Reserve, Tax, and Insurance Escrows</th>
<th>You must:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Calculate the Replacement Reserve, tax, and insurance escrows on the resulting Tier of the combined Pre-Existing Mortgage Loan and Supplemental Mortgage Loan. • Ensure that escrow funding established with the Pre-Existing Mortgage Loans does not decrease or cease. • Adjust the funding when necessary to meet current Tier 2 requirements for any Tier Dropping Supplemental Mortgage Loan if the combined Tier is Tier 2.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cross-Default</th>
<th>Must be cross-defaulted with all Pre-Existing Mortgage Loans.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Interest Rate Type</th>
<th>• Fixed rate, if the Pre-Existing Mortgage Loan has a fixed rate. • Fixed or variable rate, if the Pre-Existing Mortgage Loan has a variable rate.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>UCC Financing Statements</th>
<th>No new UCC Financing Statement is required for the Supplemental Mortgage Loan.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If the Lien of the Senior Mortgage Loan is released before the Supplemental Mortgage Loan is repaid in full, you must file a UCC Financing Statement for the Supplemental Mortgage Loan in the appropriate public records office.</td>
</tr>
</tbody>
</table>

#### Guidance

You may increase Replacement Reserve, tax, and insurance escrow funding for a Supplemental Mortgage Loan if the Tier is unchanged from the Pre-Existing Mortgage Loans.

1402.02 Coterminous and Non-Coterminous

#### Guidance

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A Supplemental Mortgage Loan may have a Maturity Date that is either coterminous or non-coterminous with the Maturity Date of the Senior Mortgage Loan.

The Prepayment Premium Period End Date of a Supplemental Mortgage Loan need not coincide with the Prepayment Premium Period End Date of any Pre-Existing Mortgage Loan.

**Requirements**

You must resubordinate any existing, non-coterminous Supplemental Mortgage Loan when refinancing a maturing Senior Mortgage Loan with Fannie Mae.

### 1402.03 Loan Amount

**1402.03A Maximum Loan Amount**

**Requirements**

The maximum Supplemental Mortgage Loan amount equals the lowest Mortgage Loan amount calculated per Sections 1402.03.B - 1402.03.D of this Chapter.

### 1402.03B Calculating the Debt Service

**Requirements**

You must calculate the Supplemental Mortgage Loan amount based on the combined debt service amounts of all Pre-Existing Mortgage Loans plus the Supplemental Mortgage Loan, as outlined in the following tables.

<table>
<thead>
<tr>
<th>Pre-Existing Mortgage Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Interest Rate Type is</td>
</tr>
<tr>
<td>Fixed Rate</td>
</tr>
<tr>
<td>Adjustable Rate</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Supplemental Mortgage Loan

<table>
<thead>
<tr>
<th>If the Interest Rate Type is</th>
<th>Use an amortizing Debt Service Amount based on the greater of the Gross Note Rate or the applicable Underwriting Interest Rate Floor per Form 4660.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Rate</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Adjustable Rate</td>
<td>Variable Underwriting Rate per the applicable Part III Chapters.</td>
</tr>
</tbody>
</table>

### 1402.03C Calculating the DSCR and LTV

#### Requirements

To determine the Supplemental Mortgage Loan amount, you must apply the Form 4660 DSCR and LTV requirements as follows:

#### Supplemental Mortgage Loan

<table>
<thead>
<tr>
<th>DSCR</th>
<th>The combined debt service of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• all Pre-Existing Mortgage Loans, plus</td>
</tr>
<tr>
<td></td>
<td>• the Supplemental Mortgage Loan.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LTV</th>
<th>The combined</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• aggregateUPB of all Pre-Existing Mortgage Loans, plus</td>
</tr>
<tr>
<td></td>
<td>• the principal amount of the Supplemental Mortgage Loan.</td>
</tr>
</tbody>
</table>

### 1402.03D New Loan Test

#### Requirements

If the Senior Mortgage Loan Maturity Date is 5 years or less after the proposed Supplemental Mortgage Loan Origination Date, you must perform a New Loan Test to confirm that the combined UPB of all Pre-Existing Mortgage Loans and the Supplemental Mortgage Loan does not exceed the maximum loan amount calculated using the applicable Pricing and Underwriting Tier for a new fixed rate Mortgage Loan.

You must base the New Loan Test calculations on the current applicable minimum DSCR and maximum LTV per Form 4660 for a Tier 2, cash out, Supplemental Mortgage Loan using the higher of the:

- current interest rate of the Senior Mortgage Loan; or
current applicable Underwriting Interest Rate Floor for a Tier 2 Mortgage Loan

- with a 10-year loan term, and
- for a property located in a Nationwide market (regardless of the Property’s actual location), per Form 4660.

### 1402.04 Tier Dropping

#### 1402.04A Designating

- **Requirements**

  If you designated a Senior Mortgage Loan as eligible for a Tier Dropping Supplemental Mortgage Loan, then you must also designate all Supplemental Mortgage Loans secured by that Property as eligible for Tier Dropping Supplemental Mortgage Loans.

- **Operating Procedures**

  - For an MBS Mortgage Loan originated before September 1, 2007, you must have designated it as eligible for a Tier Dropping Supplemental Mortgage Loan at the time of Commitment of each Pre-Existing Mortgage Loan.

  - For Pools issued on or after August 1, 2001, the designation for Tier Dropping Supplemental Mortgage Loans eligibility must be disclosed on Annex A to the Prospectus.

#### 1402.04B Eligibility

- **Requirements**

<table>
<thead>
<tr>
<th>Tier Dropping Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Pre-Existing Mortgage Loan is...</td>
</tr>
<tr>
<td>Cash</td>
</tr>
</tbody>
</table>

  - minimum applicable DSCR for Tier 2 Mortgage Loans, and
  - maximum applicable LTV for Tier 2 Mortgage Loans.
### Tier Dropping Eligibility

<table>
<thead>
<tr>
<th>If the Pre-Existing Mortgage Loan is...</th>
<th>It is eligible for a Tier Dropping Supplemental Mortgage Loan if...</th>
</tr>
</thead>
</table>
| MBS                                    | • it was designated as eligible for a Tier Dropping Supplemental Mortgage Loan; and  
• the combined Pre-Existing Mortgage Loans and Supplemental Mortgage Loan meet the Form 4660 - minimum applicable DSCR for Tier 2 Mortgage Loans, and  
• maximum applicable LTV for Tier 2 Mortgage Loans. |

---

1402.04C **Ineligible Mortgage Loans**

- **Requirements**
  
  ARM Loans cannot be Tier Dropping Supplemental Mortgage Loans.

---

1402.05 **Streamlined Underwriting**

1402.05A **Property**

- **Requirements**

  **Streamlined Underwriting**

  - **Zoning**
    
    You must perform a non-conforming use analysis and comply with Part II, Chapter 3: Legal Compliance, Section 301: Zoning and Legal Non-Conforming Uses if the Property was rezoned after the Mortgage Loan Origination Date, either
    
    - causing it to become a non-conforming use, or
    - restricting the right to rebuild an existing non-conforming use.
    
    A new zoning and non-conforming use analysis is not required if the zoning has not changed.
  
  - **Appraisal**
    
    You must obtain a new Appraisal.
Streamlined Underwriting

<table>
<thead>
<tr>
<th>Property Management</th>
<th>If there has been or will be a Property management change, you must comply with Part II, Chapter 1: Attributes and Characteristics, Section 108.01: Property Management.</th>
</tr>
</thead>
</table>
| Property Condition Assessment Report | You must obtain a PCA Report if the Supplemental Mortgage Loan Property inspection reveals any adverse change in property condition or life safety issues.  
A PCA Report is not required if:  
• there has been no adverse change;  
• the existing PCA Report is less than 3 years old;  
• all immediate repairs identified in the existing PCA Report have been satisfactorily completed; and  
• the most recent Property inspection indicates an overall rating of 1 or 2. |
| Replacement Reserves | • If the PCA Report indicates a need to increase the existing or fund an initial Replacement Reserve, you must ensure the funding by amending the Replacement Reserve Schedule.  
• Even if there is no funding or only partial funding for a Pre-Existing Mortgage Loan, you must fully fund the Replacement Reserve if the combined DSCR and LTV for all Pre-Existing Mortgage Loans and the Supplemental Mortgage Loan is Tier 2. |
### Streamlined Underwriting

<table>
<thead>
<tr>
<th>Environmental Site Assessment (ESA)</th>
<th>You must obtain a new or updated ESA and comply with Part II, Chapter 5: Property and Liability Insurance, Section 502: Environmental Matters unless all the following are met:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• an ESA was performed for a Pre-Existing Mortgage Loan;</td>
</tr>
<tr>
<td></td>
<td>• the Borrower executes an Environmental Indemnity Agreement (Form 6085 series);</td>
</tr>
<tr>
<td></td>
<td>• an environmental Transaction Screen using ASTM E-1528 Standard Practice for Limited Environmental Due Diligence is performed and finds no potential environmental concerns;</td>
</tr>
<tr>
<td></td>
<td>• you confirm that any disclosed Prohibited Activities or Conditions per the Loan Documents are adequately addressed through an O&amp;M Plan being implemented at the Property; and</td>
</tr>
<tr>
<td></td>
<td>• the Borrower certifies, and you confirm, that all appropriate O&amp;M Plans are in place and being fully and properly implemented.</td>
</tr>
<tr>
<td>Property and Liability Insurance</td>
<td>You must base the required amounts and coverages of all property and liability insurance on the combined UPB of the Supplemental Mortgage Loan and all Pre-Existing Mortgage Loans.</td>
</tr>
<tr>
<td>Title Insurance</td>
<td>You must ensure the Borrower obtains a new title insurance policy.</td>
</tr>
</tbody>
</table>

#### 1402.05B  Borrower, Guarantor, Key Principals, and Principals

**Requirements**

You must:

- identify all Key Principals and Principals of the Borrower and Guarantor;
- confirm the original underwriting of the Borrower, Guarantor, and each Key Principal and Principal per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals;
- obtain updates to the:
  - financial statements for all parties relevant to the transaction;
  - Multifamily Underwriting Certificates (Form 6460) for
the Borrower, Guarantor, and each Key Principal;

- organizational documents of the Borrower, Guarantor, and each Key Principal; and
- good standing certificate from the jurisdiction where an entity Borrower and Guarantor are organized;

- confirm that the organizational structure of the Borrower, Guarantor, and each Key Principal complies with Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals; and
- confirm that no unauthorized change has been made to the organizational structure or organizational documents of the Borrower or the Guarantor.

### Operating Procedures

You must contact Fannie Mae per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 704: Notice of Default; Reservation of Rights if there has been:

- an unauthorized Transfer/Assumption; or
- any change in the organizational structure of the Borrower, Guarantor, or any Key Principal or Principal.
Chapter 15  Split Mortgage Loans and Bifurcated Mortgage Loans

Section 1501  Description

☑ Requirements

A Split Mortgage Loan consists of 2 Mortgage Loans, a Senior Mortgage Loan and a Subordinate Loan, that are underwritten concurrently. A Split Mortgage Loan allows the Borrower to divide the debt or increase the leverage on a property.

A Bifurcated Mortgage Loan is a single Senior Mortgage Loan that is evidenced by 2 Notes with the same payment and collateral priority. A Bifurcated Mortgage Loan allows the Borrower to deleverage a portion of the debt.

Split Mortgage Loans and Bifurcated Mortgage Loans are sometimes referred to as A/B Structures. Split Mortgage Loans and Bifurcated Mortgage Loans are not the same as the Dual Commitment Option described in Part IV B, Chapter 2: Streamlined Rate Lock.

Section 1502  Characteristics

☑ Requirements

<table>
<thead>
<tr>
<th>Topic</th>
<th>Split Mortgage Loans</th>
<th>Bifurcated Mortgage Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing</td>
<td>Subordinate Loan closing must occur on, or within 12 months after, the Senior Mortgage Loan closing.</td>
<td>Must occur on the same date.</td>
</tr>
<tr>
<td>Loan Amount</td>
<td>Aggregate original principal amounts of the Senior Mortgage Loan and the Subordinate Loan.</td>
<td>Aggregate original principal amounts of the 2 Notes.</td>
</tr>
<tr>
<td>Purpose</td>
<td>Either acquisition or refinancing.</td>
<td>Either acquisition or refinancing.</td>
</tr>
</tbody>
</table>

If any proceeds are based on an IRP, Part III, Chapter 7: Multifamily Affordable Housing Properties applies.
<table>
<thead>
<tr>
<th>Topic</th>
<th>Split Mortgage Loans</th>
<th>Bifurcated Mortgage Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underwriting</td>
<td>The 2 Mortgage Loans must:</td>
<td>Must not have a combined:</td>
</tr>
<tr>
<td></td>
<td>• not have a combined LTV higher than the maximum standard for a Senior Mortgage Loan;</td>
<td>• LTV higher than the maximum standard for a Senior Mortgage Loan; and</td>
</tr>
<tr>
<td></td>
<td>• not have a combined DSCR lower than the minimum standard for a Senior Mortgage Loan;</td>
<td>• DSCR lower than the minimum standard for a Senior Mortgage Loan.</td>
</tr>
<tr>
<td></td>
<td>• be cross-defaulted.</td>
<td></td>
</tr>
<tr>
<td>Interest Rate Structures</td>
<td>Either a fixed or variable interest rate.</td>
<td>Either a fixed or variable interest rate.</td>
</tr>
<tr>
<td></td>
<td>If you use a combination of fixed and variable interest rates, you must comply with</td>
<td>If you use a combination of fixed and variable interest rates, each Note must have its</td>
</tr>
<tr>
<td></td>
<td>Part III, Chapter 14: Supplemental Mortgage Loans.</td>
<td>own MBS.</td>
</tr>
<tr>
<td>Documentation</td>
<td>2 separate sets of Loan Documents: 1 for the Senior Mortgage Loan and 1 for the</td>
<td>1 set of Loan Documents, but evidenced by 2 separate Notes.</td>
</tr>
<tr>
<td></td>
<td>Subordinate Loan.</td>
<td>The Notes must be pari passu.</td>
</tr>
<tr>
<td>Securitization</td>
<td>2 separate MBS: 1 for the Senior Mortgage Loan and 1 for the Subordinate Loan.</td>
<td>1 MBS unless multiple Interest Rate Structures.</td>
</tr>
<tr>
<td></td>
<td>Additional Disclosure perForm 4098 will be required if a partial release of collateral</td>
<td>Additional Disclosure perForm 4098 must be required if a partial release of collateral is</td>
</tr>
<tr>
<td></td>
<td>is permitted for either Mortgage Loan.</td>
<td>permitted for either Note.</td>
</tr>
<tr>
<td>Hazard Insurance</td>
<td>Coverage based on the combined UPB of the Senior Mortgage Loan and the Subordinate</td>
<td>Consistent with Senior Mortgage Loans.</td>
</tr>
<tr>
<td></td>
<td>Loan.</td>
<td></td>
</tr>
</tbody>
</table>
### Topic: Split Mortgage Loans

<table>
<thead>
<tr>
<th>Topic</th>
<th>Split Mortgage Loans</th>
<th>Bifurcated Mortgage Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Insurance</td>
<td>Separate title insurance policies for the Senior Mortgage Loan and Subordinate Loan, in the respective amounts of each loan.</td>
<td>Consistent with Senior Mortgage Loans.</td>
</tr>
<tr>
<td>UCC Financing Statements</td>
<td>Filings for both the Senior Mortgage Loan and Subordinate Loan.</td>
<td>Consistent with Senior Mortgage Loans.</td>
</tr>
</tbody>
</table>

### Guidance

<table>
<thead>
<tr>
<th>Topic</th>
<th>Split Mortgage Loans</th>
<th>Bifurcated Mortgage Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity Date</td>
<td>2 Mortgage Loans may have different Maturity Dates if the Subordinate Loan is resubordinated per Part III, Chapter 14: Supplemental Mortgage Loans.</td>
<td>2 Notes may have different Maturity Dates and Yield Maintenance Period End Dates.</td>
</tr>
</tbody>
</table>
Chapter 16  Mezzanine Financing and Preferred Equity

Section 1601  Mezzanine Financing

1601.01  Description

☐ Requirements

A Mortgage Loan with Mezzanine Financing is permitted only if

- the Mezzanine Financing is originated by an approved DUS Lender Affiliate (DLA Mezzanine Financing), or
- Fannie Mae approves the Mezzanine Financing from another source (non-DLA Mezzanine Financing) on a case-by-case basis.

Before underwriting non-DLA Mezzanine Financing, you must contact the Deal Team.

1601.01A  Eligible Mortgage Loans

☐ Requirements

Mortgage Loans with Mezzanine Financing must:

- be newly originated;
- have an original principal balance of at least
  - $10 million, for DLA Mezzanine Financing, or
  - $50 million, for non-DLA Mezzanine Financing;
- be fixed rate; and
- be flagged for MBS additional disclosure per Form 4098.

1601.01B  Eligible Terms

☐ Requirements

Mezzanine Financing must:

- have a fixed rate or fixed mezzanine rate of return without escalations;
- not have a maturity date, redemption date, trigger date, or require repayment of the Mezzanine Financing during the term of the Mortgage Loan; and
- have a minimum $1 million origination balance.
1601.01C  Loss Sharing

- Requirements

Loss sharing is required on all Mortgage Loans with Mezzanine Financing.

1601.01D  Lender's Loan Application

- Requirements

Your loan application form must:

- require the Borrower to indicate whether it has or intends to obtain Mezzanine Financing as part of its organizational or capital structure; and

- inform the Borrower that you may delay approval or revoke any prior approval if the Borrower changes its intention to obtain Mezzanine Financing.

1601.02  Underwriting

- Requirements

You must comply with the following table.

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Projections</td>
<td>• Provide support for the income projections used to determine the aggregate amount of the Mortgage Loan and Mezzanine Financing.</td>
</tr>
<tr>
<td></td>
<td>• Demonstrate that the local economics are sufficient and sustainable to support both loans.</td>
</tr>
<tr>
<td>Underwritten NCF</td>
<td>Use the same Underwritten NCF to determine the loan amount for</td>
</tr>
<tr>
<td></td>
<td>• the Mortgage Loan, and</td>
</tr>
<tr>
<td></td>
<td>• the Mezzanine Financing.</td>
</tr>
<tr>
<td>Topic</td>
<td>Requirements</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Refinance Analysis</td>
<td>Prepare a refinance analysis that:</td>
</tr>
<tr>
<td></td>
<td>• incorporates the terms of both the Mortgage Loan and the Mezzanine Financing;</td>
</tr>
<tr>
<td></td>
<td>• demonstrates that the Borrower will</td>
</tr>
<tr>
<td></td>
<td>- maintain a positive equity position in the Property throughout the term of the Mortgage Loan, or</td>
</tr>
<tr>
<td></td>
<td>- have some other incentive (e.g., continuing cash flow) to remain committed to the Property and its successful operation; and</td>
</tr>
<tr>
<td></td>
<td>• concludes that there will be sufficient cash flow, NCF growth, and residual value to pay off the Mortgage Loan and the Mezzanine Financing at maturity (as fully extended, if applicable).</td>
</tr>
<tr>
<td>Experience</td>
<td>Ensure that the Sponsor and each Key Principal have sufficient net worth, liquidity, and experience with the Property type and market to justify the origination of the Mortgage Loan and the Mezzanine Financing.</td>
</tr>
<tr>
<td></td>
<td>If upgrades or rehabilitation are being financed by the Mezzanine Financing, then ensure that the Borrower, each Key Principal, and the mezzanine borrower also have</td>
</tr>
<tr>
<td></td>
<td>• sufficient experience managing the scope of the proposed rehabilitation, and</td>
</tr>
<tr>
<td></td>
<td>• strong property management experience in the local market.</td>
</tr>
<tr>
<td>Mezzanine Borrower Structure</td>
<td>Ensure the mezzanine borrower is</td>
</tr>
<tr>
<td></td>
<td>• a newly-formed, special purpose, bankruptcy-remote limited liability company or limited partnership,</td>
</tr>
<tr>
<td></td>
<td>• the sole owner of the Borrower, and</td>
</tr>
<tr>
<td></td>
<td>• wholly-owned by the Principals of the Borrower.</td>
</tr>
<tr>
<td>Topic</td>
<td>Requirements</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Appraisal</td>
<td>If the Mezzanine Financing is funding rehabilitation, ensure the Appraisal states the Property’s as-is and as-completed values.</td>
</tr>
<tr>
<td>Third-Party Reports</td>
<td>For Mortgage Loans with DLA Mezzanine Financing, include in the underwriting submission, on behalf of your DL Mezzanine Affiliate any:</td>
</tr>
<tr>
<td></td>
<td>• internal or third-party inspection reports;</td>
</tr>
<tr>
<td></td>
<td>• PCAs; and</td>
</tr>
<tr>
<td></td>
<td>• architects or engineers reports (or other similar reports) related to the Mezzanine Financing.</td>
</tr>
</tbody>
</table>

**Guidance**

You may require a Completion Guaranty (Form 6018).

The DUS Lender Mezzanine Affiliate may also require a completion guaranty from the Mezzanine Financing borrower.

### 1601.03 Submission

#### 1601.03A Materials

**Operating Procedures**

You must submit the following in DUS Gateway when you submit the Mortgage Loan underwriting:

- the Mezzanine Financing sizing model;
- a sources and uses of funds reflecting the Mezzanine Financing proceeds;
- any approvals associated with the Mezzanine Financing; and
- for any Mezzanine Financing that finances rehabilitation:
  - a description of the proposed rehabilitation;
  - the approved rehabilitation budget;
  - the rehabilitation timeline; and
  - the construction or rehabilitation documents.
1601.03B Data

**Operating Procedures**

To obtain a Commitment, you must complete the Mezzanine Financing fields in DUS Gateway.

1601.04 Intercreditor Agreement

**Requirements**

For each Mortgage Loan with Mezzanine Financing, you and the Mezzanine Financing lender must execute an intercreditor agreement approved by Fannie Mae.

**Operating Procedures**

The Borrower must pay the legal fees if Fannie Mae engages outside counsel to review any intercreditor agreements. These fees are non-refundable, and you must pay the counsel retainer when you submit the underwriting.

**Guidance**

You may charge the Borrower your own legal and due diligence fees.

1601.05 Servicing

**Operating Procedures**

You must service, report, and remit on the DLA Mezzanine Financing per Part V.

In all cases, you, as servicer of the DLA Mezzanine Financing, must promptly notify Fannie Mae of any default on the Mezzanine Financing.

Section 1602 Preferred Equity

1602.01 Description

1602.01A Definitions

**Requirements**

Preferred Equity is an equity investment in an entity where the holder is entitled to preferred dividends, distributions, payments, or returns relative to the other equity owners.
Fannie Mae defines 2 types of Preferred Equity.

<table>
<thead>
<tr>
<th>Type</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Preferred Equity</td>
<td>Preferred Equity that:</td>
</tr>
<tr>
<td></td>
<td>• only requires preferred payments or returns to the holder if cash flow from the Property is sufficient to make the payments or returns after satisfying the payment, reserve, escrow, and funding obligations of the Mortgage Loan and all Property operating expenses;</td>
</tr>
<tr>
<td></td>
<td>• has organizational documents that explicitly state that the preferred return may accrue if cash flow from operations is insufficient to pay the return; and</td>
</tr>
<tr>
<td></td>
<td>• does not have a maturity date, redemption date, trigger date, or require repayment during the term of the Mortgage Loan.</td>
</tr>
<tr>
<td>Hard Preferred Equity</td>
<td>Preferred Equity that requires preferred payments or returns to the holder, regardless of whether cash flow from the Property is sufficient to make the payments or returns.</td>
</tr>
</tbody>
</table>

1602.01B Exclusions

**Guidance**

This Section does not apply to:

- Soft Preferred Equity that does not benefit from any remedial rights related to the failure to make or pay any preferred payment of return; or
- any Borrower organizational or capital structures relating solely to the allocation of LIHTC.

For example, Part III, Chapter 16: Mezzanine Financing and Preferred Equity, Section 1602: Preferred Equity does not apply to:

- Soft Preferred Equity that is Preferred Equity only because of “promoted interest” or priority “waterfall” distributions in the organizational structure of the Borrower, but does not otherwise benefit from remedial rights when distributions are not paid or made.
- Instances where a provision in the Borrower’s organizational documents allows or requires a forced sale of the Property to a third party in an arm’s length transaction.
Eligible Mortgage Loans

Requirements

Mortgage Loans with Preferred Equity structures must:

- be newly originated;
- be fixed rate; and
- for Hard Preferred Equity,
  - have an original principal balance of at least $10 million, and
  - be flagged for MBS additional disclosure per Form 4098.

Structures

Guidance

Preferred Equity may be structured in a variety of ways, and appear similar to a traditional equity investment, while having rights or remedies similar to debt, such as Mezzanine Financing.

To determine if the Preferred Equity is Soft or Hard, you should analyze the:

- Borrower’s organizational and capital structure;
- Borrower’s applicable joint venture or operating agreement with the Preferred Equity provider; and
- rights and remedies of the direct and indirect equity owners against the Borrower.

Limitations

Requirements

Preferred Equity must:

- not have a maturity date, redemption date, trigger date, or require repayment during the term of the Mortgage Loan;
- have a fixed rate of return without escalations during the term of the Mortgage Loan;
- not include cash flow sweeps above the stated return;
not be cross-collateralized with multiple assets;

for a deal that has both a Hard Preferred Equity return and Soft Preferred Equity return, be underwritten using the total combined preferred return to calculate the DSCR per Form 4660;

not have intercreditor or recognition agreements between you and the Preferred Equity holder; all rights of the Preferred Equity holder that you recognize must be contained in the Loan Documents;

not have side letters; all information, terms, and conditions relating to the Preferred Equity must be contained in the organizational documents; and

for Hard Preferred Equity, not be less than $1 million.

You must underwrite the Preferred Equity as Hard Preferred Equity, if any of the following apply:

- the organizational documents do not explicitly state that the preferred return may accrue if cash flow from operations is insufficient to pay the preferred return;

- there are remedies associated with operating benchmarks such as NCF, NOI, or other operating thresholds;

- there are reserves to ensure the payment of the preferred return; or

- the holder of Preferred Equity benefits from a
  - pledge of the general partner’s or managing member’s interest in the Borrower, or any direct or indirect owner of the Borrower, or
  - guaranty or indemnity from the general partner, managing member, or manager of the Borrower (or any parent or other Person Controlling any of them) with respect to the preferred payment or returns. If a guaranty or indemnity is executed by the Key Principal executing a Guaranty for the Mortgage Loan, the guaranty or indemnity of the preferred payment or returns must be expressly subordinate to the Guaranty for the Mortgage Loan.

1602.01F  Lender’s Loan Application

[ ] Requirements

Your loan application form must:

- require the Borrower to indicate whether it has or intends to obtain Preferred Equity as part of its organizational or capital structure; and

- inform the Borrower that you may delay approval or revoke any prior approval if the Borrower changes its intention to obtain Mezzanine Financing.
### Requirements

For any Mortgage Loan with Preferred Equity, you must comply with the following table.

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guaranty</td>
<td>If the holder of the Preferred Equity benefits from a guaranty or similar indemnity that contains recourse events or similar obligations not otherwise contained in the Loan Documents, you must</td>
</tr>
<tr>
<td></td>
<td>• submit the modifications to Fannie Mae for review and approval, and</td>
</tr>
<tr>
<td></td>
<td>• if approved by Fannie Mae, add the events or obligations to the appropriate Loan Document.</td>
</tr>
<tr>
<td>Refinance Analysis</td>
<td>Prepare a refinance analysis that:</td>
</tr>
<tr>
<td></td>
<td>• incorporates the terms of both the Mortgage Loan and the Preferred Equity;</td>
</tr>
<tr>
<td></td>
<td>• demonstrates that the Borrower will</td>
</tr>
<tr>
<td></td>
<td>- maintain a positive equity position in the Property throughout the term of the Mortgage Loan, or</td>
</tr>
<tr>
<td></td>
<td>- have some other incentive (e.g., continuing cash flow) to remain committed to the Property and its successful operation; and</td>
</tr>
<tr>
<td></td>
<td>• concludes that there will be sufficient cash flow, NCF growth, and residual value to pay off the Mortgage Loan and the Preferred Equity (if applicable) at maturity.</td>
</tr>
</tbody>
</table>
### 1602.03 Hard Preferred Equity

#### 1602.03A Submission

**Operating Procedures**

You must submit the following in DUS Gateway:

- a sources and uses of funds reflecting the investment of the Hard Preferred Equity holder;
- Exhibit B to the Multifamily Underwriting Certificate (Borrower) (Form 6460.Borrower);
- a complete organizational chart of the Borrower, including upper tier entities or other owners, that shows the respective ownership percentages of Persons holding any
  - direct or indirect control of the management and operations of the Borrower,
  - ownership of a direct or indirect interest of 25% or more in the Borrower, and
  - ownership of any other direct or indirect interest in the Borrower that constitutes Hard Preferred Equity; and

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| Replacement Guarantor | Identify an acceptable replacement guarantor that complies with the Guide for Key Principals for any Mortgage Loan with
• Hard Preferred Equity, and
• Soft Preferred Equity if modifications to the transfer provisions of the Loan Documents are requested for the benefit of the Soft Preferred Equity holder. |
| Loan Documents      | Use the Loan Documents for Preferred Equity per the Loan Documentation Requirements (Form 6000) for any Mortgage Loan with
• Hard Preferred Equity, and
• Soft Preferred Equity if modifications to the transfer provisions of the Loan Documents are requested for the benefit of the Soft Preferred Equity holder. |
copies of the organizational and other documents that govern the

- Hard Preferred Equity, and
- Hard Preferred Equity holder, including any
  - term sheets,
  - private placement memoranda,
  - operating agreements,
  - pledge agreements,
  - guaranties, or
  - similar arrangements.

1602.03B  Outside Counsel and Due Diligence Fees

би Operating Procedures

The Borrower must pay the legal fees if Fannie Mae engages outside counsel.

These fees are non-refundable, and you must pay the counsel retainer when you submit the underwriting.

б Guidance

You may charge the Borrower your own legal and due diligence fees.
Chapter 17  Structured Transactions

Section 1701  Description

Requirements

Structured Transactions consist of 1 or more Mortgage Loans governed by a master agreement, regardless of individual loan size or cross-collateralization.

There are 2 types of Structured Transactions: Credit Facilities and Bulk Deliveries. The terms for each Structured Transaction vary, and are negotiated based on the specific Properties and Sponsor needs.

Section 1702  Credit Facilities

Requirements

A Credit Facility is a Structured Transaction that

- is governed by a Master Credit Facility Agreement, and
- includes cross-collateralized and cross-defaulted Mortgage Loans and Properties.

The minimum Credit Facility transaction amount is $100 million.

Guidance

A Credit Facility may also include:

- variable rate debt, fixed rate debt, or a combination of both;
- varied loan maturities and repayment terms;
- the ability to increase borrowing based on
  - increases in the aggregate DSCR, and
  - decreases in the aggregate LTV of the Properties;
- the ability to increase the amount of the Credit Facility by delivering additional Properties as collateral; or
- collateral substitutions and releases.

Operating Procedures

Credit Facilities require intensive Fannie Mae involvement, including the assignment of an in-house legal lead who will direct outside counsel services.
Fannie Mae will engage outside counsel at your expense to prepare all related documentation.

You may require the Borrower to

- pay these legal fees and expenses, and
- fund a deposit for their payment.

**Section 1703 Bulk Deliveries**

**Requirements**

A Bulk Delivery is a Structured Transaction that:

- is governed by a Bulk Delivery Agreement; and
- includes the ability to
  - add Mortgage Loans in the future, or
  - substitute a new Property for an existing Property as collateral.

**Operating Procedures**

Fannie Mae will engage outside counsel at your expense to prepare the Bulk Delivery Agreement.

You may require the Borrower to

- pay these legal fees, and
- fund a deposit for their payment.
A Choice Refinance Loan is a Portfolio Mortgage Loan that is eligible for a streamlined underwriting process which reduces origination costs.

To use the Choice Refinance Loan streamlined underwriting, you must ensure:

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prerequisites</td>
<td>• You have been the Servicer of the Portfolio Mortgage Loan for the last 12 months.</td>
</tr>
<tr>
<td></td>
<td>• The Choice Refinance Loan complies with Form 4660.</td>
</tr>
<tr>
<td></td>
<td>• The Portfolio Mortgage Loan is not in default.</td>
</tr>
<tr>
<td></td>
<td>• The Borrower has demonstrated a commitment to its obligations under the Portfolio Mortgage Loan by</td>
</tr>
<tr>
<td></td>
<td>- maintaining the Property in good physical condition,</td>
</tr>
<tr>
<td></td>
<td>- providing competent Property management services, and</td>
</tr>
<tr>
<td></td>
<td>- complying with the requirements under the Loan Documents.</td>
</tr>
<tr>
<td></td>
<td>• The Property</td>
</tr>
<tr>
<td></td>
<td>- is operating on a stabilized basis,</td>
</tr>
<tr>
<td></td>
<td>- has a most recent overall inspection rating of 1 or 2, and</td>
</tr>
<tr>
<td></td>
<td>- does not show any adverse change in Property condition, except normal wear and tear, or any life safety issues during the underwriting inspection.</td>
</tr>
</tbody>
</table>
### Topic: Loan History

- The Portfolio Mortgage Loan:  
  - has a good payment history, with no delinquencies of 60 days or more during the 3 years immediately preceding the proposed refinance;  
  - is not on the current Fannie Mae Watchlist;  
  - had no declared non-monetary defaults that remained uncured for more than 120 days;  
  - was underwritten and delivered per then-applicable Guide provisions; and  
  - is serviced per the Guide.

- There were no unauthorized assumptions or changes in ownership, and no unauthorized Liens filed against the Property.

### Topic: Additional Collateral

The Portfolio Mortgage Loan does not have a Letter of Credit or additional cash collateral.

### Topic: Pricing

The pricing that was approved for the Portfolio Mortgage Loan does not apply to the Choice Refinance Loan.

### Topic: Underwriting

The Choice Refinance Loan, regardless of the Underwritten DSCR, must be of sufficient credit quality to repay the refinanced Mortgage Loan without individually negotiated debt relief.

---

**Section 1802**  
**Lender Delegation**

**Requirements**

You are delegated to underwrite the Choice Refinance Loan if:

- the Portfolio Mortgage Loan and the Choice Refinance Loan fall under the same Pre-Review categories in the Form 4660, and Fannie Mae approved those same Pre-Review categories for the Portfolio Mortgage Loan; or

- the Choice Refinance Loan falls under the Pre-Review categories in the Form 4660, and has the same structure as the Portfolio Mortgage Loan, even though the Portfolio Mortgage Loan was not a Pre-Review Mortgage Loan when it was Committed.

In addition, you are delegated to approve a Non-Contiguous Parcel structure.
if the same structure was approved for the Portfolio Mortgage Loan.

Section 1803  Prepayment Premium and Origination Fees

☑ Requirements

See Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives for available reduced Prepayment Premiums and Origination Fees.

Section 1804  Streamlined Underwriting

1804.01  Zoning

☑ Requirements

You must perform a non-conforming use analysis and comply with the requirements of Part II, Chapter 3: Legal Compliance, Section 301: Zoning and Legal Non-Conforming Uses if the Property has been rezoned since the Mortgage Loan Origination Date of the Portfolio Mortgage Loan causing the Property to become a non-conforming use, or further restricting the ability of an existing non-conforming use to be rebuilt.

1804.02  Property Condition Assessment (PCA)

➡ Guidance

You may use the Streamlined Physical Condition Assessment Requirements (Form 4099.A).

1804.03  Environmental Site Assessment

☑ Requirements

A Phase I Environmental Site Assessment is not required if:

- the Borrower enters into an Environmental Indemnity Agreement (Form 6085);
- you perform an environmental database search per the Instructions for Performing a Multifamily Property Condition Assessment – Environmental Matters (Form 4251), and determine that there are no adverse conditions requiring further due diligence; and
- you confirm that the Borrower is appropriately implementing any existing
**Survey**

**1804.04 Requirements**

Part II, Chapter 3: Legal Compliance, Section 305: Survey does not apply if the:

- new mortgagee title insurance policy includes all title exceptions, including those that would appear based upon the most recent survey provided by the Borrower (whether it is the original survey for the Portfolio Mortgage Loan or a subsequent one);
- Borrower certifies that there have been no changes or improvements to the Property since the later of the date of the survey referenced in the original title policy, or most recently completed; and
- Property inspection report reveals no evidence of new construction or encroachments on the site from construction on adjoining properties.

**1804.05 Borrower Structure and Experience**

**1804.05 Requirements**

You must:

- Obtain a new Multifamily Underwriting Certificate (Form 6460) from the Borrower, any Guarantor, and any Key Principal.
- Obtain updated copies of the organizational documents of the Borrower and the Key Principal, and confirm that the Borrower’s organizational structure complies with Part II, Chapter 3: Legal Compliance.
- Confirm that no unauthorized change has been made to the Borrower’s organizational structure or documents.
- Obtain a new good standing certificate from the jurisdiction where the Borrower is organized.

**1804.06 Borrower Credit**

**1804.06 Requirements**

You must obtain and review new financial statements for all parties relevant to the transaction.
For Small Mortgage Loans, you must:

- confirm that the FICO scores of any such individuals comply with Part III, Chapter 9: Small Mortgage Loans, Section 911.02: FICO Scoring; and
- ensure that the net worth and liquidity complies with Part III, Chapter 9: Small Mortgage Loans, Section 910.06: Net Worth and Liquid Assets.

**Guidance**

If the Borrower or any Key Principal, Guarantor, or Principal submitted financial statements within the past 12 months, then in lieu of new financial statements, you may accept a certification that there has been no material adverse change from the financial condition or credit standing reflected in the financial statements.

---

**1804.07 Property Management**

**Guidance**

You may elect not to review the Property management or agreement per Part II, Chapter 1: Attributes and Characteristics, Section 108: Property Management and Agreement.

---

**1804.08 Replacement Reserve**

**Requirements**

You must ensure the Replacement Reserve is funded as follows:

<table>
<thead>
<tr>
<th>If...</th>
<th>Then...</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Property</td>
<td>The Borrower must fully fund the Replacement Reserve.</td>
</tr>
<tr>
<td>• is located in a Pre-Review Market that is not eligible for delegation at any Tier per Section II of the Form 4660, and</td>
<td></td>
</tr>
<tr>
<td>• the market was a Pre-Review Market when the Portfolio Mortgage Loan was originated.</td>
<td></td>
</tr>
</tbody>
</table>
If...

The Property

• is located in a Pre-Review Market that is not eligible for delegation at any Tier per Section II of the Form 4660, but
• the market was not a Pre-Review Market when the Portfolio Mortgage Loan was originated.

Then...

You must determine the Replacement Reserve funding per Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve.

The Property is located in

• a Strong Market,
• a Nationwide Market, or
• a Pre-Review Market that is eligible for Tier 3 and Tier 4 Mortgage Loans on a delegated basis per Section II of the Form 4660.

You must determine the Replacement Reserve funding per Part II, Chapter 4: Inspections and Reserves, Section 404: Replacement Reserve.

1804.09 Real Estate Tax and Insurance Escrows

Requirements

You must require T&I escrow deposits for a Tier 2 Choice Refinance Loan unless Fannie Mae waived the T&I escrow for the Portfolio Mortgage Loan. If you do not require T&I escrow deposits, then you must comply with Part II, Chapter 4: Inspections and Reserves, Section 405: Escrow Requirements for Taxes and Insurance.

Section 1805 Property Ownership Change

Guidance

If at the time of the refinance of the Portfolio Mortgage Loan the Property is being sold to a new owner, then you may use the streamlined underwriting per Part III, Chapter 18: Choice Refinance Loans, Section 1804.01: Zoning, Part III, Chapter 18: Choice Refinance Loans, Section 1804.02: Property Condition Assessment (PCA), and Part III, Chapter 18: Choice Refinance Loans, Section 1804.03: Environmental Site Assessment provided that you comply with Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals for underwriting the Borrower, Key Principals, Guarantors, and Principals.
You may also use the streamlined underwriting per Part III, Chapter 18: Choice Refinance Loans, Section 1801: Eligibility for Portfolio Mortgage Loans that were assumed before being refinanced as a Choice Refinance Loan.
Part IV A Mortgage Loan Commitment, Delivery and Purchase Procedures

Chapter 1 General Mortgage Loan Purchase Requirements

Section 101 Overview of Part IV

Part IV A contains the basic requirements for obtaining a Commitment and completing the Delivery of Mortgage Loans underwritten pursuant to the Guide. The provisions of Part IV A apply to all Mortgage Loans, except as expressly modified by Part IV B.

Part IV B contains additional requirements for, or modifications to, the procedures for obtaining a Commitment and completing the Delivery of Mortgage Loans with certain special product features or executions including:

- ERL Mortgage Loans;
- Streamlined Rate Lock Mortgage Loans; and
- Structured Transactions.

Section 102 Lender Eligibility

The Lender may obtain a Commitment and deliver a Mortgage Loan to Fannie Mae only if the Lender Contract is in full force and effect.

Section 103 Purchase Types

An eligible Mortgage Loan may be purchased by Fannie Mae as an MBS Mortgage Loan or a Cash Mortgage Loan as agreed to by Fannie Mae and evidenced by a Commitment.

Section 104 MBS Eligibility

To be eligible for purchase by Fannie Mae as an MBS Mortgage Loan, the Mortgage Loan must comply with the requirements of this Part IV A, including all MBS disclosure requirements. The following Mortgage Loan types are not eligible for purchase in exchange for an MBS unless otherwise approved by Fannie Mae:

- Credit Enhancement Mortgage Loans;
- Hybrid ARM Loans;
- Refi Plus Mortgage Loans;
- Mortgage Loans subject to a Single Asset Substitution option; and
any other Mortgage Loans identified in the Pricing Memo as MBS-ineligible.
Chapter 2  Pricing, Origination Fees, and Prepayment Premium Incentives

Section 201  Pricing Memos

Fannie Mae periodically issues separate Pricing Memos for DUS Lenders and non-DUS Lenders that set forth the parameters of Lender-delegated pricing, including Guaranty Fees and Servicing Fees, for certain Mortgage Loans. The Pricing Memos contain pricing delegated to the Lender for Mortgage Loans that satisfy the requirements set forth in Parts I - III and in Form 4660. The terms of the Pricing Memos, as in effect from time to time, are incorporated by reference into the Guide.

To inquire about non-delegated pricing, the Lender must contact the Fannie Mae Deal Team and submit all requested loan options in DUS Gateway.

Section 202  Required Fees and Lender Compensation

The Lender must charge and collect various fees for underwriting, originating, and servicing the Mortgage Loan, as set forth in the Pricing Memo and the Guide. Fannie Mae reserves the right to review periodically the reasonableness of any fees the Lender charges for a Mortgage Loan.

202.01  Origination Fee

The Lender is required to charge the Borrower an origination fee for underwriting and originating the Mortgage Loan (the “Origination Fee”). The Origination Fee may not be less than the amount set forth below (the “Minimum Origination Fee”).

<table>
<thead>
<tr>
<th>Mortgage Loan Amount</th>
<th>Minimum Origination Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to $9 million</td>
<td>1% of the Mortgage Loan amount</td>
</tr>
<tr>
<td>Greater than $9 million and less than or equal to $20 million</td>
<td>Greater of 0.8% of the Mortgage Loan amount or $90,000</td>
</tr>
<tr>
<td>Greater than $20 million and less than or equal to $50 million</td>
<td>Greater of 0.5% of the Mortgage Loan amount or $160,000</td>
</tr>
<tr>
<td>Greater than $50 million and less than or equal to $75 million</td>
<td>Greater of 0.375% of the Mortgage Loan amount or $250,000</td>
</tr>
<tr>
<td>Greater than $75 million</td>
<td>Greater of 0.25% of the Mortgage Loan amount or $281,250</td>
</tr>
</tbody>
</table>

If, as permitted under the Pricing Memo, the Lender collects a
pricing premium for the Mortgage Loan, the Lender may apply its share of the premium to pay some or all of the Minimum Origination Fee.

The Lender must:

- collect the Minimum Origination Fee (less any portion of the pricing premium applied by the Lender as provided in the preceding paragraph); and
- retain at least 50% of the Minimum Origination Fee (the “Retained Portion”).

Any portion of the Origination Fee in excess of the Retained Portion may be used by the Lender to pay correspondent or broker fees for the origination of the Mortgage Loan. No portion of the Origination Fee may be used by the Lender for:

- payment of third-party expenses related to the Mortgage Loan, including but not limited to, costs of the Appraisal, PCA, Environmental Site Assessment, or Lender’s counsel fees, except that the Lender may use the Origination Fee to pay third-party expenses related to a Choice Refinance Loan; or
- rebates to the Borrower or any party related to the Borrower, including payment of any (i) Good Faith Deposit, or (ii) any yield maintenance, Prepayment Premium, or other fee payable by the Borrower in connection with any loan that is being repaid or refinanced with the proceeds of the Mortgage Loan.

202.02 Servicing and Guaranty Fees

The Lender must include a Servicing Fee and a Guaranty Fee as part of the interest rate charged to the Borrower on the Mortgage Loan. The amount of the Servicing Fee and the Guaranty Fee is determined under the Pricing Memo or, for any Mortgage Loan not covered by a Pricing Memo, by Fannie Mae, in its discretion.

202.03 Other Fees

The Lender may collect and retain other charges or fees as are permitted elsewhere in the Guide or in the Pricing Memo.

Section 203 Choice Refinance Loans – Origination Fees and Prepayment Premiums

203.01 General

As an incentive for Borrowers to enter into a Choice Refinance Loan, a reduced Origination Fee and Prepayment Premium are available.
203.02 Reduced Origination Fees

The Minimum Origination Fee for Choice Refinance Loans is:

- if the original principal amount is less than or equal to $50 million, 50 basis points calculated on the original principal amount; and
- if the original principal amount is greater than $50 million, as provided in the Minimum Origination Fee tables in Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives, Section 202.01: Origination Fee.

203.03 Reduced Prepayment Premiums on Portfolio Mortgage Loans Refinanced with Fannie Mae

The Loan Documents detail any Prepayment Premium applicable to a Mortgage Loan. The Loan Documents generally require the Borrower to pay a minimum Prepayment Premium equal to 1% of the UPB (the “Minimum 1% Prepayment Premium”) prior to an open period when the Mortgage Loan may be prepaid with no Prepayment Premium. If the Portfolio Mortgage Loan has a Prepayment Premium minimum other than 1%, the Lender should contact the Fannie Mae Deal Team to discuss any Prepayment Premium waivers.

The Minimum 1% Prepayment Premium for a Portfolio Mortgage Loan may be waived only under the circumstances described in this Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives, Section 203: Choice Refinance Loans – Origination Fees and Prepayment Premiums. If the Portfolio Mortgage Loan is not refinanced with Fannie Mae, the Prepayment Premium must be paid in full in accordance with the Loan Documents. The Prepayment Premium shall be allocated between the Lender, Fannie Mae, and the Investor in accordance with the terms set forth in Part V, Chapter 2: Reporting and Remitting, Section 213: Prepayment Premium Sharing.

203.03A Refinancing Cash Portfolio Mortgage Loans as Choice Refinance Loans

1. Refinancing After the Yield Maintenance Period End Date

The Lender may waive all or any portion of the Minimum 1% Prepayment Premium for any Cash Portfolio Mortgage Loan that is subject to yield maintenance under the Loan Documents but is refinanced after the Yield Maintenance Period End Date.

2. Refinancing During the Yield Maintenance Period

For a Cash Portfolio Mortgage Loan that is subject to yield maintenance and is refinanced during the yield maintenance period, the
Lender must contact the Fannie Mae Deal Team to request that Fannie Mae waive any portion of the Minimum 1% Prepayment Premium that exceeds the amount calculated under the yield maintenance formula, if the Prepayment Premium calculated under the yield maintenance formula in the Loan Documents is less than the Minimum 1% Prepayment Premium. For example, if the Prepayment Premium calculated under the yield maintenance formula in the Loan Documents is 0.25% of the UPB, the Lender may request that Fannie Mae waive up to 75 basis points of the Minimum 1% Prepayment Premium. If the Prepayment Premium calculated under the yield maintenance formula is equal to or greater than 1% of the UPB, the Lender may not request a waiver of any of the Minimum 1% Prepayment Premium.

3. **Fixed Rate Mortgage Loans subject to a Graduated Prepayment Premium**

For a fixed rate Cash Mortgage Loan subject to a graduated Prepayment Premium under the Loan Documents, the Lender may waive all or any portion of the Minimum 1% Prepayment Premium if the Portfolio Mortgage Loan will be refinanced as a Choice Refinance Loan within 6 months of the Maturity Date of the Portfolio Mortgage Loan.

4. **ARM Loans and Structured ARM Loans subject to a Graduated Prepayment Premium**

After any lockout period under the Loan Documents, the Lender may waive all or any portion of the Prepayment Premium up to 1% of the UPB for a Cash Portfolio Mortgage Loan:

- that is being refinanced as a fixed rate Choice Refinance Loan with either a 7-year or a 10-year term; and

- where the Portfolio Mortgage Loan was either:
  - an ARM Loan with current Plan Number 2159, 2160, 2254, 2255, 3471, or 3472; or
  - a Structured ARM Loan with current Plan Number 3488 or 3487.

The Lender may waive all or any portion of the Minimum 1% Prepayment Premium for a cash ARM Loan with Plan Number 2159 or 3472 that:

- is subject to a conversion option;
- was originated between October 1 and December 31, 2004; and
- is subject to “Prepayment Option 3” under the Loan Documents (i.e., a 5-4-3-2-1 Prepayment Premium Schedule).
Refinancing MBS Portfolio Mortgage Loans as Choice Refinance Loans

1. **Fixed Rate Mortgage Loans with an MBS Issue Date on or after April 1, 1999 - Refinancing After the Yield Maintenance Period End Date**

   The Lender may waive all or any portion of the Minimum 1% Prepayment Premium after the Yield Maintenance Period End Date if the Portfolio Mortgage Loan backs an MBS with an Issue Date on or after April 1, 1999.

2. **Fixed Rate Mortgage Loans with an MBS Issue Date on or after April 1, 1999 - Refinancing During the Yield Maintenance Period**

   The Lender must contact the Fannie Mae Deal Team to request that Fannie Mae waive all or any portion of the Minimum 1% Prepayment Premium that exceeds the amount calculated under the yield maintenance calculation if: (a) the Portfolio Mortgage Loan backs an MBS with an Issue Date on or after April 1, 1999; (b) the Portfolio Mortgage Loan is in the yield maintenance period; and (c) the Prepayment Premium due, as calculated in accordance with the yield maintenance formula set forth in the Loan Documents, is less than the Minimum 1% Prepayment Premium. For example, if the Prepayment Premium calculated under the yield maintenance formula in the Loan Documents is 0.25% of the UPB, the Lender may request that Fannie Mae waive up to 75 basis points of the Minimum 1% Prepayment Premium. If the Prepayment Premium calculated under the yield maintenance formula is equal to or greater than 1% of the UPB, the Lender may not request a waiver of any of the Minimum 1% Prepayment Premium.

3. **Fixed Rate Mortgage Loans with an MBS Issue Date Prior to April 1, 1999**

   If the fixed rate Portfolio Mortgage Loan backs an MBS with an Issue Date prior to April 1, 1999, no portion of the Minimum 1% Prepayment Premium may be waived during or after the yield maintenance period.

4. **Fixed Rate Mortgage Loans subject to a Graduated Prepayment Premium**

   If the fixed rate Portfolio Mortgage Loan backs an MBS and is subject to a graduated Prepayment Premium under the Loan Documents, the Lender may waive all or any portion of the Minimum 1% Prepayment Premium if the Portfolio Mortgage Loan will be refinanced as a Choice Refinance Loan within 6 months of the Maturity Date of the Portfolio Mortgage Loan.

5. **ARM Loans and Structured ARM Loans backing an MBS – Lockout Period Expired**

   After any lockout period under the Loan Documents, the Lender may waive all or any portion of the Prepayment Premium up to 1% of
the UPB for an MBS Portfolio Mortgage Loan:

- that is being refinanced as a fixed rate Choice Refinance Loan with either a 7-year or a 10-year term; and
- where the Portfolio Mortgage Loan was either:
  - an ARM Loan with current Plan Number 2159, 2160, 2254, or 2255; or
  - a Structured ARM Loan with current Plan Number 3488 or 3487.

Section 204 Refi Plus Refinance Mortgage Loans

For availability of Refi Plus Mortgage Loans, the Lender must contact the Fannie Mae Deal Team.

Section 205 Origination Fee and Prepayment Premium Waivers for Portfolio Mortgage Loans Not Being Serviced by the Refinance Lender

If the Lender is refinancing a Portfolio Mortgage Loan that the Lender has serviced for less than 12 months or that is currently being serviced by another Lender:

- the Minimum Origination Fee will be calculated in accordance with the provisions of Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives, Section 202.01: Origination Fee; and
- all or any portion of the Minimum 1% Prepayment Premium for the Portfolio Mortgage Loan may be waived only with the consent of Fannie Mae, in its sole discretion.

Section 206 In Place Loan Fees

This Section only applies to In Place Loans (see Part V, Chapter 8: In Place Loans for further information).

206.01 Level 2 Fees

For a Level 2 In Place Loan, the Lender may charge the following Origination Fee.

<p>| Mortgage Loan Amount | Maximum Origination Fee |</p>
<table>
<thead>
<tr>
<th>Mortgage Loan Amount</th>
<th>Underwriting and Processing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to $9 million</td>
<td>Up to $10,000</td>
</tr>
<tr>
<td>Greater than $9 million, but less than or equal to $20 million</td>
<td>Up to the greater of 0.1% of the Mortgage Loan amount or $10,000</td>
</tr>
<tr>
<td>Greater than $20 million, but less than or equal to $50 million</td>
<td>Up to the greater of 0.075% of the Mortgage Loan amount or $20,000</td>
</tr>
<tr>
<td>Greater than $50 million</td>
<td>Up to $37,500</td>
</tr>
</tbody>
</table>

**Pricing Premiums**

No pricing premiums are allowed in connection with In Place Loans.
Chapter 3  Committing

Section 301  General

This Chapter sets forth the requirements for obtaining a Rate Lock and Commitment for Mortgage Loans. Part IV B covers additional requirements for Mortgage Loans with certain special product features or executions.

Section 302  Requirements for Rate Lock and Commitment

302.01  Pre-Commitment Terms

Prior to obtaining a Rate Lock or a Commitment for a Mortgage Loan, the Lender must:

- register the Mortgage Loan in DUS Gateway, as required in Part I, Chapter 2: Mortgage Loan, Section 201: Registration;
- underwrite the Mortgage Loan per Parts I, II, III; and
- obtain Fannie Mae approval as required for Guide waivers, pricing waivers, and Loan Document modifications.

The Lender may not request a Rate Lock or Commitment for a Pre-Review Mortgage Loan without the prior written consent of Fannie Mae as required in Part I, Chapter 2: Mortgage Loan, Section 203: Pre-Review Mortgage Loans.

302.02  Borrower Commitment

Prior to obtaining a Rate Lock or a Commitment for a Mortgage Loan, the Lender and the Borrower must have entered into a legally binding Borrower Commitment that, at a minimum:

- requires that the Good Faith Deposit be deposited with the Lender pursuant to Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits;
- requires that the Borrower be liable to the Lender for all damages, obligations, and liabilities relating to a failed origination of the Mortgage Loan, in an amount at least equal to the Lender’s liability to the Investor under the Rate Lock (for Multifamily Trading Desk trades (MBS or cash), the Minimum Good Faith Deposit serves as liquidated damages for a failed Delivery);
requires that the Mortgage Loan Origination Date be early enough for the Lender to deliver the Mortgage Loan by the Delivery Deadline; and

- describes the Prepayment Premium Option that will be included in the Loan Documents.

Fannie Mae will consider, on a case-by-case basis, specially negotiated Prepayment Premiums requested by the Lender. The Lender must receive written approval from the Fannie Mae Deal Team of any specially negotiated Prepayment Premiums prior to entering into the Borrower Commitment, the Rate Lock, or the Commitment. For MBS Mortgage Loans with negotiated Prepayment Premium provisions, Additional Disclosure is required.

### 302.03 Trading Agreements

For all MBS or cash trades with the Multifamily Trading Desk, the Required Practices set forth below and the terms of this Chapter shall constitute the “trading agreement” between the Lender and the Multifamily Trading Desk. By entering into an MBS or cash trade with the Multifamily Trading Desk, the Lender is deemed to have accepted and agreed to be bound by the Required Practices and the terms of the Guide.

The Lender may also sell the MBS to a Third Party MBS Investor or retain the MBS on its own balance sheet (either, a “Lender-Arranged Sale”). Prior to the Lender’s initial trade with a Third Party MBS Investor, the Lender must enter into a Third Party MBS Trading Agreement with, or have written procedures for trading practices approved by, such Third Party MBS Investor.

### 302.04 Required Practices for Committing and Delivering Mortgage Loans to Fannie Mae

To reduce the risk of failed Deliveries and, for MBS Mortgage Loans, to reduce errors in the disclosure documents, the Lender must comply with the Required Practices as well as with any additional requirements imposed by the Investor.

“Required Practices” means:

1. The Lender must establish an asset counterparty account with the Multifamily Trading Desk, designating the individuals authorized to transact business on the Lender’s behalf and providing an address and wiring instructions to be used for the Lender. The Lender must promptly notify the Multifamily Trading Desk of any changes that occur from time to time in the Lender’s authorized individuals or other account information.

2. Prior to the execution of the Rate Lock and trade, the Lender must have provided the Minimum Required Trade Information to all potential
Investors from which the Lender has solicited investor interest or pricing information, using:

- **Form 4097.Fixed** – Multifamily Required Trade Information for Cash or MBS, for a fixed rate Mortgage Loan; or
- **Form 4097.ARM** – Multifamily Required Trade Information for Cash or MBS, for an ARM Loan, SARM Loan, or Hybrid ARM Loan.

The information provided to the potential Investors must ultimately match the corresponding information submitted to Fannie Mae by the Lender when delivering the Mortgage Loan. Any change in the terms of the Minimum Required Trade Information occurring after Rate Lock must be communicated to the Investor prior to Delivery of the Mortgage Loan to Fannie Mae.

3. For MBS Mortgage Loans, the Minimum Required Trade Information must include any Additional Disclosure items discussed in Part IV A, Chapter 6: Purchase Procedures, Section 604: Disclosure for MBS Mortgage Loans and specifically described in the Additional Disclosure Guidance (Form 4098).

4. The Lender must inform the Investor that Fannie Mae will accept the Mortgage Loan for purchase so long as the Delivered Mortgage Loan Amount is within the Delivery Tolerance set forth in Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General.

5. All trades will be governed, and in the event of a conflict will be controlled in the following order of priority, by the Rate Lock, the Third Party MBS Trading Agreement (if applicable), the provisions of this Part IV A, any applicable provisions of Part IV B, and the Lender Contract.

6. The Lender must comply with all applicable provisions of the Pricing Memo.

7. The Lender must collect the Good Faith Deposit from the Borrower as set forth in Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits.

8. The Rate Lock confirmation must include the Minimum Required Trade Information (including any Additional Disclosure items) and state the Settlement Date.

9. For any Rate Lock with the Multifamily Trading Desk, the Lender must be acting as a principal or, with Fannie Mae’s prior written consent, as an agent for a disclosed principal.

10. The Lender may not assign a Rate Lock with the Multifamily Trading Desk without Fannie Mae’s prior written consent.

11. Within 1 Business Day after obtaining the Rate Lock, the
Lender must request a Commitment, as described in Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures.

12. For an MBS Mortgage Loan, any Additional Disclosure items must be specified in the request for a Commitment.

13. The Lender must promptly report any MBS Investor delivery contract disputes, including any failed Deliveries, to the Fannie Mae Representative.

For MBS Mortgage Loans, once the Security is delivered to the Investor, the Lender must direct all subsequent investor inquiries to the MBS Investor hotline at 1-800-BEST-MBS.

Section 303 Obtaining a Rate Lock

303.01 General

The Lender must obtain the Rate Lock for a Mortgage Loan prior to requesting a Commitment. For an MBS Mortgage Loan, the Rate Lock must identify any matters requiring Additional Disclosure.

The Rate Lock is a legally binding obligation by the Lender to make Delivery, by the Delivery Deadline, of a Mortgage Loan meeting the terms of the Rate Lock, the Commitment, and the Guide.

303.02 Rate Lock Periods

The available Rate Lock Periods and permitted Investors are set forth below:

<table>
<thead>
<tr>
<th>RATE LOCK PERIOD</th>
<th>PERMITTED INVESTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to and including <strong>180 days</strong></td>
<td>• Multifamily Trading Desk (MBS or cash); or</td>
</tr>
<tr>
<td></td>
<td>• Third Party MBS Investor.</td>
</tr>
<tr>
<td>More than <strong>180 days</strong>, with prior approval</td>
<td>• Multifamily Trading Desk only (MBS or cash); or</td>
</tr>
<tr>
<td>by the Fannie Mae Deal Team</td>
<td>• Third Party MBS Investor with Fannie Mae consent.</td>
</tr>
</tbody>
</table>

After obtaining a Rate Lock, the Settlement Date may be extended as provided in Part IV A, Chapter 3: Committing, Section 305.03: Commitment Modifications.

303.03 Rate Lock Amount

The Lender must determine the Rate Lock amount based on a full
underwriting of the Mortgage Loan in accordance with the requirements of the Guide. The Rate Lock amount is the final Mortgage Loan amount, subject only to the Delivery Tolerance described in Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General.

303.04 Locking the Rate

Prior to obtaining the Rate Lock for a Mortgage Loan, the Lender must:

- determine the Guaranty Fee and the Servicing Fee pursuant to Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives; and
- comply with the Required Practices.

303.04A Lender-Arranged Sale to a Third Party MBS Investor

For a Lender-Arranged Sale to a Third Party MBS Investor, the Lender and the Third Party MBS Investor will negotiate the Pass-Through Rate, the purchase price, and any delivery or purchase conditions for the MBS. The agreed terms will be evidenced in the Rate Lock between the Lender and the Third Party MBS Investor.

303.04B Lender Sale to Fannie Mae as MBS Investor

For MBS trades with the Multifamily Trading Desk, the Lender will negotiate with the Multifamily Trading Desk the Pass-Through Rate, the purchase price, and any delivery or purchase conditions for the MBS. To obtain a quote, the Lender must call the Multifamily Trading Desk. Upon acceptance of the quote, the terms will be evidenced by a Rate Lock between the Lender and Fannie Mae. The Lender consents to the recording of all telephone conversations with the Multifamily Trading Desk and agrees that any Rate Lock made during such conversations is a legally binding obligation. Fannie Mae will send the Lender, by e-mail, a confirmation of the MBS trade with the Multifamily Trading Desk. The Lender must notify the Multifamily Trading Desk promptly if the Lender: (i) finds any errors in the confirmation; or (ii) has not received a confirmation within 2 Business Days after the MBS trade date. If there is a conflict between the recorded telephone conversation and the confirmation, the recorded conversation will prevail to establish the terms of the Multifamily Trading Desk MBS trade.

303.04C Lender Sale to Fannie Mae for Cash

To obtain a quote for a Cash Mortgage Loan, the Lender must call the Multifamily Trading Desk. If Fannie Mae agrees to purchase the Mortgage Loan for cash, the Multifamily Trading Desk will provide the Lender with a Pass-Through Rate and the purchase price for the Mortgage Loan.
The Lender consents to the recording of all telephone conversations with the Multifamily Trading Desk and agrees that a Rate Lock made during such conversations is a legally binding obligation.

### 303.05 Right to Decline Trades

The Multifamily Trading Desk may decline to participate in any trade. Fannie Mae reserves the right to terminate the Lender’s trading account and the Lender’s ability to use the services of the Multifamily Trading Desk at any time in Fannie Mae’s sole discretion. From time to time, particularly during periods of pronounced market volatility, Fannie Mae may find it necessary to stop entering into Rate Locks. Fannie Mae will attempt to provide advance notice of any such suspension of trades but reserves the right to stop entering into Rate Locks at any time without prior notice.

### Section 304 Good Faith Deposits

#### 304.01 Deposit Required

Before entering into a Rate Lock, the Lender must collect a Good Faith Deposit from the Borrower. The Good Faith Deposit may be in the form of either cash or a letter of credit conforming to the standards set forth in Part IV A, Chapter 3: Committing, Section 304.04: Letters of Credit. For Choice Refinance Loans that involve trades with the Multifamily Trading Desk, the Lender may contact the Fannie Mae Deal Team to request the right to spread the lien of the existing Security Instrument to secure the Good Faith Deposit in lieu of cash or a letter of credit.

“Good Faith Deposit” means:

- the “Minimum Good Faith Deposit” required by Part IV A, Chapter 3: Committing, Section 304.02: Minimum Good Faith Deposit; plus
- any additional deposit required by a Third Party MBS Investor; plus
- any other deposit required by the Lender.

#### 304.02 Minimum Good Faith Deposit

The “Minimum Good Faith Deposit” will be determined based on the Rate Lock Period and the Rate Lock amount, as follows:

<table>
<thead>
<tr>
<th>RATE LOCK PERIOD</th>
<th>MINIMUM GOOD FAITH DEPOSIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Minimum Good Faith Deposit</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>For a Mortgage Loan with a Rate Lock amount of $6 million or less that has a Rate Lock Period up to and including 90 days</td>
<td>1% of the Rate Lock amount</td>
</tr>
<tr>
<td>For a Mortgage Loan with a Rate Lock amount of greater than $6 million that has a Rate Lock Period up to and including 90 days</td>
<td>2% of the Rate Lock amount</td>
</tr>
<tr>
<td>For a Supplemental Mortgage Loan of any amount that has a Rate Lock Period up to and including 90 days</td>
<td>2% of the Rate Lock amount</td>
</tr>
<tr>
<td>For a Mortgage Loan or a Supplemental Mortgage Loan that has a Rate Lock Period of more than 90 days and up to and including 180 days</td>
<td>3% of the Rate Lock amount</td>
</tr>
<tr>
<td>For a Mortgage Loan that has a Rate Lock Period of more than 180 days, but only with prior approval by the Fannie Mae Deal Team</td>
<td>At least 3% of the Rate Lock amount (The Lender must contact the Fannie Mae Deal Team to obtain the actual amount of the Minimum Good Faith Deposit.)</td>
</tr>
</tbody>
</table>

For any Multifamily Trading Desk trade (MBS or cash) involving terms or parties outside the normal practices of the Multifamily Trading Desk, the Multifamily Trading Desk reserves the right, in its sole discretion, to increase the amount of the Minimum Good Faith Deposit.

For all Multifamily Trading Desk trades (MBS or cash), the Lender shall hold the Minimum Good Faith Deposit for the benefit of Fannie Mae. For all Lender-Arranged Sales, the Lender shall hold the Minimum Good Faith Deposit (and any additional deposit required by the Third Party MBS Investor) for the benefit of the Third Party MBS Investor or may deliver it to the Third Party MBS Investor as required by the Third Party MBS Trading Agreement.

Unless otherwise applied pursuant to the terms of Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package, the Lender must refund the Good Faith Deposit to the Borrower no earlier than the Mortgage Loan Origination Date and within a commercially reasonable time after Fannie Mae purchases the Mortgage Loan, as provided in Part IV A, Chapter 6: Purchase Procedures.
304.03 Breakage Fee for Failed Delivery

The Breakage Fee for a failed Delivery for a Lender-Arranged Sale shall be as provided in the Rate Lock and Third Party MBS Trading Agreement. The Breakage Fee for a failed Delivery for a Multifamily Trading Desk trade (MBS or cash) shall be equal to the Minimum Good Faith Deposit. If Fannie Mae has approved a Multifamily Trading Desk trade (MBS or cash) in excess of 180 days, the Multifamily Trading Desk will determine the Breakage Fee for a failed Delivery.

304.04 Letters of Credit

The Lender may allow the Borrower to fund all or a portion of the Good Faith Deposit by delivery of a letter of credit to the Lender. Should the Lender elect to accept a letter of credit:

1. the Lender remains solely liable and responsible to Fannie Mae for the Good Faith Deposit, and hereby indemnifies Fannie Mae for any loss or damages that may be incurred relating to a failed delivery; and

2. for Lender-Arranged Sales, the Lender should confirm whether the letter of credit is acceptable to the Third Party MBS Investor.

If the Lender accepts delivery of a letter of credit for all or a portion of the Good Faith Deposit, it is recommended that (a) the expiration date of the letter of credit extend 15 days beyond the later of the Settlement Date or the Commitment Expiration Date and (b) the letter of credit expiration date be extended if the Settlement Date or the Commitment Expiration Date is extended.

Section 305 Commitment Terms and Procedures

305.01 General Commitment Provisions

Each Commitment is issued for a single Mortgage Loan, but a Mortgage Loan may be secured by one or more Properties. Once a Commitment has been confirmed, the Property securing the Mortgage Loan must remain the same and may not be replaced by a substitute property. A Commitment is not assignable. Fannie Mae may reject any request for a Commitment or decline to confirm any Commitment.

305.01A Submission Guidance

The Lender must request a Commitment by 3:30 p.m. Eastern Time on the Business Day after the date the Rate Lock is executed. To obtain a Commitment, the Lender must complete the required fields in C&D and follow all instructions on the C&D screens, including inputting...
information and comments as required by C&D and the C&D User Manual.

Once the Commitment information is “submitted” in C&D, it may be altered only if Fannie Mae believes that the terms of the Commitment request are not correct or valid. The Lender should contact Multifamily Acquisitions if there are issues submitting information into C&D. Multifamily Acquisitions will contact the Lender if any discrepancies are identified in the submissions.

305.01B  MBS Submissions

MBS Mortgage Loans may have special characteristics that require the preparation and delivery of Additional Disclosure documents which must be identified at the time of the Commitment request. See the Additional Disclosure Guidance (Form 4098) for a list of such characteristics.

305.02  Confirmation of the Commitment

Upon satisfaction of all conditions set forth in the Guide and the Lender Contract, the submitted Commitment is eligible for confirmation. Following Fannie Mae’s confirmation of the Commitment, Fannie Mae and the Lender are legally bound in accordance with the terms of the Commitment. The Lender may use the Commitment to secure warehouse financing or otherwise conduct its business.

305.03  Commitment Modifications

305.03A  Change Requests

After confirmation, if the Lender has made an error or believes that the Commitment is otherwise incorrect, the Lender must submit a data change request in C&D to request revisions. If the revised Commitment terms are acceptable to Fannie Mae, Fannie Mae will modify the Commitment and make the necessary changes to the Commitment data. Fannie Mae reserves the right to reject data changes and may, in its sole discretion, choose either to enforce the Commitment in accordance with the original terms or to terminate the Commitment. If a requested change involves changing the Gross Note Rate, the Lender must withdraw the Commitment and request a new Commitment. See the C&D User Manual for further details on “Change Requests.”

305.03B  Rate Lock Extensions

1. For Multifamily Trading Desk Trades (MBS or cash): To extend the Settlement Date for any Mortgage Loan with an initial Rate Lock Period of 90 days or less, the Lender must notify the Multifamily Trading Desk. Upon the agreement of the Lender to pay the Rate Lock Extension Fee, the Settlement Date will be changed to a date that (a) has been agreed to by the
parties, and (b) is not more than 30 days after the original Settlement Date. The Lender must contact the Multifamily Trading Desk for approval of any Rate Lock extension, with any approval being subject to such additional fees as may be required, for:

- any Mortgage Loan with an initial Rate Lock Period of more than 90 days;
- an extension in excess of 30 days for any Mortgage Loan; or
- an extension for an additional period after the initial 30 day extension permitted above.

If any Rate Lock extension would cause the total Rate Lock Period to exceed 90 days, Fannie Mae reserves the right to increase the Minimum Good Faith Deposit. If any Rate Lock extension would cause the total Rate Lock Period to exceed 180 days, the Lender must also contact the Fannie Mae Deal Team for approval before seeking the extension (e.g., no extension is permitted for a Mortgage Loan with an initial Rate Lock Period in excess of 150 days without the approval of the Fannie Mae Deal Team).

2. For Lender-Arranged Sales: The Lender may negotiate an extension of the Settlement Date with the Third Party MBS Investor. Such extension may not exceed 30 days following the original Settlement Date and may not cause the total Rate Lock Period to exceed 180 days (e.g., no extension is permitted for a Mortgage Loan with an initial Rate Lock Period in excess of 150 days without the approval of the Fannie Mae Deal Team). Any approved extension request (a) may require adjustment to the locked interest rate, as determined by the Third Party MBS Investor; and (b) may require Lender to pay any fees charged by the Third Party MBS Investor.

The “Rate Lock Extension Fee,” for the purpose of this section, means a fee equal to:

(a) for a Multifamily Trading Desk trade (MBS or cash), an amount equal to 0.375% of the Rate Lock amount which amount may, at the discretion of Fannie Mae, be taken as a reduction in the purchase price of the Mortgage Loan; and

(b) for a Lender-Arranged Sale, any fee charged by the Third Party MBS Investor.

305.03C Commitment Extensions

If the Lender obtains an extension of the Settlement Date, the Lender must submit a request for an extension of the Commitment. To request such extension, the Lender must submit a data change request in C&D on or before the Commitment Expiration Date. For MBS Mortgage Loans, the Lender must also obtain any necessary approval from the MBS Investor of any change in the Book-Entry Date. Fannie Mae will make the
changes to the Lender’s C&D Commitment submission to reflect the revised Commitment Expiration Date and, if applicable, the revised Book-Entry Date. If the change request involves a change to the Gross Note Rate, the Lender must withdraw the Commitment and request a new Commitment in accordance with the terms of this Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures.

Upon approval of the extension request, Fannie Mae will provide a revised Commitment Expiration Date.

### Section 306  ASAP Contracts

#### 306.01  ASAP Options

Certain Lenders have entered into one or more “Multifamily As Soon As Pooled Sale” agreements (commonly referred to as ASAP contracts) pursuant to which the Lender may close and fund ASAP eligible Mortgage Loans and deliver such Mortgage Loans to Fannie Mae for purchase earlier than is otherwise permitted under the Guide. This Part IV A, Chapter 3: Committing, Section 306: ASAP Contracts applies only to such Mortgage Loans.

The ASAP Sale and ASAP Plus (including ASAP Plus POC) purchase options (“ASAP Options”) allow the Lender to sell Mortgage Loans to Fannie Mae on an accelerated basis following the Mortgage Loan Origination Date. ASAP Sale is available for MBS Mortgage Loans only. ASAP Plus (including ASAP Plus POC) is available for both MBS Mortgage Loans and Cash Mortgage Loans.

To participate in the ASAP Options, the Lender must apply to Fannie Mae and be approved, as provided in Part IV A, Chapter 3: Committing, Section 306.02: Lender Eligibility for ASAP Options. If approved, the Lender must execute:

- for ASAP Sale, an ASAP Sale Contract; or
- for ASAP Plus, an ASAP Plus Contract; or

For MBS Mortgage Loans, in addition to an ASAP Plus Contract or an ASAP Plus POC Contract, the Lender must execute an ASAP Sale Contract. The Capital Markets Early Funding Desk will provide the applicable ASAP Contracts to the Lender for execution.

#### 306.02  Lender Eligibility for ASAP Options

If the Lender is interested in any of the ASAP Options, the Lender must apply to the Fannie Mae Representative for approval to participate.
The Lender’s eligibility to use any of the ASAP Options will be determined by Fannie Mae in its sole discretion. If Fannie Mae approves the Lender to use an ASAP Option, Fannie Mae will notify the Lender of such approval and of the maximum volume of participation available to the Lender under the approved ASAP Option.

If the Lender is approved to use an ASAP Option, Fannie Mae will review the Lender on a periodic basis to determine continued eligibility and the approved maximum volume. Notwithstanding any prior approval, Fannie Mae reserves the right to prohibit the Lender from delivering Mortgage Loans under the ASAP Options at any time and for any reason, including, but not limited to, the Lender’s financial capacity or the performance of the Mortgage Loans the Lender has delivered to Fannie Mae under the ASAP Options.

Section 307 Choice Refinance Loans

The Lender may obtain a Rate Lock for a Choice Refinance Loan pursuant to the requirements of Part III, Chapter 18: Choice Refinance Loans up to 180 days prior to the Prepayment Premium Period End Date for the Portfolio Mortgage Loan being refinanced. The Lender must verify the Prepayment Premium Period End Date of the Portfolio Mortgage Loan prior to entering into the Rate Lock.

See Part IV A, Chapter 3: Committing, Section 304.01: Deposit Required for information on Good Faith Deposits for Choice Refinance Loans.
Chapter 4  Delivery Procedures – Data

Section 401  General

401.01  Timing of Delivery

The Lender must make Delivery by the Delivery Deadline to ensure timely purchase of the Mortgage Loan by Fannie Mae. On or before the Delivery Deadline, the Lender must submit:

- the Mortgage Loan data, other than the “eRents” data, through C&D as required by this Part IV A, Chapter 4: Delivery Procedures – Data and the C&D User Manual; and
- the Mortgage Loan Delivery Package as required by Part IV A, Chapter 5: Delivery Procedures – Documents.

The “eRents” data must be submitted to Fannie Mae by the earlier of:

- 5 Business Days after the Mortgage Loan Origination Date; or
- the Mortgage Loan Delivery Deadline.

“Delivery Deadline” means:

- for MBS Mortgage Loans, 7 Business Days prior to (and not including) the Book-Entry Date; and
- for Cash Mortgage Loans, 3 Business Days prior to (and not including) the earlier of the Settlement Date and the Commitment Expiration Date.

401.02  Submission of Mortgage Loan Information

The Lender must follow all instructions on the C&D screens, including inputting the information required by C&D and the C&D User Manual. For MBS Mortgage Loans, the information in C&D is used to create disclosure documents and data for the MBS prior to its issuance.

The Lender must follow the validation process required by C&D in order to insure the Mortgage Loan reaches the “submitted” status in C&D. If the Lender believes that C&D is preventing the delivery of valid data, the Lender must e-mail Multifamily Acquisitions. After the Mortgage Loan is “submitted” the Lender must submit a C&D data change request for any further changes. (See the C&D User Manual for details on “Change Requests.”)

401.03  ASAP Data Submission
For a Mortgage Loan funded under an ASAP Option, the Lender must submit Mortgage Loan data in C&D as required by this Chapter, except as otherwise provided in the applicable ASAP Contract. The Lender must select the ASAP Plus, ASAP Plus POC, or the ASAP Sale indicator in C&D, as appropriate.

401.04 Requirements for Mortgage Loan Purchase

A Mortgage Loan will be considered acceptable for purchase by Fannie Mae if:

- the Mortgage Loan complies with the terms of the Lender Contract;
- the Mortgage Loan is in the Pricing and Underwriting Tier required under the Commitment;
- for a Pre-Review Mortgage Loan, the Mortgage Loan complies with the requirements for Pre-Review Mortgage Loans as set forth in Part I, Chapter 2: Mortgage Loan and the Pricing Memo;
- the Mortgage Loan is current in payment at the time of Delivery;
- for all MBS Mortgage Loans:
  - the Book-Entry Date is prior to the first scheduled monthly payment date of the Mortgage Loan; and
  - the first monthly payment to the MBS Investor is the first monthly payment due under the Mortgage Loan; and
- the Delivered Mortgage Loan Amount is within the Delivery Tolerance, where “Delivery Tolerance” means an amount equal to the Commitment Amount plus or minus (i) 5 percentage points of the Commitment Amount (e.g., the Delivered Mortgage Loan Amount must be at least 95% and not more than 105% of the Commitment Amount to be within the Delivery Tolerance), or (ii) such lesser percentage needed to meet any Third Party MBS Investor delivery requirement (e.g., if a Third Party MBS Investor permits only a plus or minus 3 percentage points delivery tolerance, then the Mortgage Loan will be considered for purchase with a Delivered Mortgage Loan Amount of at least 97% and not more than 103% of the Commitment Amount).

401.05 Failure to Comply with Deadlines; Changing the MBS Book-Entry Date

If the Lender anticipates a delivery problem (such as a late Delivery or a Delivered Mortgage Loan Amount outside of the Delivery Tolerance), as soon as possible the Lender must inform:
the Multifamily Trading Desk or the Third Party MBS Investor, as applicable;

- Multifamily Acquisitions;
- the Fannie Mae Representative; and
- if an ASAP transaction, the Capital Markets Early Funding Desk.

If the Lender fails to meet the Delivery Deadline, Fannie Mae may report the error against the Lenders’ clean Delivery rate and change the Book-Entry Date. If the Book-Entry Date for an MBS must be changed, Fannie Mae will advise the Lender of the earliest available new Book-Entry Date. The Lender must contact the MBS Investor and establish the new Book-Entry Date and, if applicable, a new Settlement Date and Commitment Expiration Date. The Lender must submit a change request pursuant to the provisions of Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures for any required changes to the Commitment. The Lender is also responsible for any fees and adjustments to the Pass-Through Rate associated with the new Book-Entry Date.

If there is a Bankruptcy Event affecting the Lender or the Lender admits that it is unable, or does not intend, to perform any obligation with respect to the Rate Lock, the Commitment, the Third Party MBS Trading Agreement (if applicable), or its Multifamily Trading Desk trading account (if applicable), in which case the Settlement Date and Commitment Expiration Date shall be deemed to have occurred and Fannie Mae may draft an amount equal to the Minimum Good Faith Deposit.

### 401.06 Wiring Instructions

The Lender must accurately complete the wiring instructions in C&D, including all requested information on the account and financial institution to which Fannie Mae should wire the funds or the MBS. Fannie Mae will wire the funds or MBS pursuant to the C&D instructions unless there is a conflict between the C&D instructions and any bailee letter from the Lender’s warehouse lender. In the event of a conflict, the bailee letter will control.

### 401.07 Payee Codes for Wiring Cash Mortgage Loan Proceeds

At the Lender’s request, Fannie Mae will assign up to 10 different payee codes to be used for wire transfers of the Lender’s proceeds from Cash Mortgage Loans. The Lender must request a separate payee code for each account to which funds will be sent. Each payee code will be associated with a specific Lender account at a specific financial institution and may not be transferred between the Lender’s accounts or between Lenders. For each Cash Mortgage Loan, the Lender must load into C&D the payee code associated with the institution and account to which Lender’s
funds are to be wired.

Additional information on payee codes can be found in Seller’s Designation of Wire Transfer Instructions (Form 482) and Certificate of Authority, Incumbancy, and Specimen Signatures (Form 360).

Section 402 MBS Specific Delivery Requirements

402.01 MBS Delivery Options

The Book-Entry Date selected by the Lender dictates whether the delivery option is Same Month Pooling or standard delivery. For Mortgage Loans that are intended to be funded under one of the ASAP Options, the Lender must refer to the applicable ASAP Contract for any ASAP-specific delivery requirements.

See Part IV A, Chapter 6: Purchase Procedures, Section 603: MBS Funding and Delivery Methods for additional information on the delivery and settlement of MBS transactions.

402.01A Same Month Pooling

If the Lender selects a Book-Entry Date that is in the same month as the Mortgage Loan Origination Date, then Same Month Pooling is required. Specifically, Same Month Pooling is required if:

- the Mortgage Loan Origination Date occurs on the first day of a month and the first payment date under the Mortgage Loan occurs on the first day of the following month, in which case the MBS Book-Entry Date and the MBS Issue Date will both occur in the same month as the Mortgage Loan Origination Date; or
- the Mortgage Loan Origination Date does not occur on the first day of a month but does occur in the same month as the MBS Book-Entry Date and the MBS Issue Date, and the first payment date under the Mortgage Loan occurs on the first day of the second month following the month in which the Mortgage Loan Origination Date occurs.

For example:

- if a Mortgage Loan has a Mortgage Loan Origination Date of November 1, the first payment date under the Mortgage Loan will be December 1, and if the MBS Book-Entry Date will be in November and the MBS Issue Date will be the first day of the month in which the Book-Entry Date occurs, or November 1; and
- if a Mortgage Loan has a Mortgage Loan Origination Date of November 10, the first payment date under the Mortgage Loan
will be January 1, and an MBS with a Book-Entry Date of November 20 would have an MBS Issue Date of November 1.

The Same Month Pooling option requires the Lender to originate the Mortgage Loan early enough in the month to allow Fannie Mae to issue the MBS within the same month. As described in Part IV A, Chapter 5: Delivery Procedures – Documents and Part IV A, Chapter 6: Purchase Procedures, the Delivery Date must occur at least 7 Business Days prior to (and not including) the scheduled Book-Entry Date.

See Part V, Chapter 2: Reporting and Remitting for reporting and remitting requirements relating to the first reporting cycle under the Same Month Pooling delivery option.

**402.01B Standard Delivery Option**

If Same Month Pooling is not required, then the MBS Mortgage Loan must be delivered using the standard delivery option. Under the standard delivery option:

- the Mortgage Loan Origination Date must occur no later than the month prior to the month in which the MBS will be issued; and
- the MBS must have a Book-Entry Date in the month prior to the first payment date under the Mortgage Loan.

**402.02 Special Characteristics and Additional Disclosure**

If the Lender determines that an MBS Mortgage Loan has a special characteristic or an Additional Disclosure item that was not identified when the Commitment was confirmed, the Lender must notify Multifamily Acquisitions as soon as possible, but in no event later than 10:30 a.m. Eastern Time 7 Business Days before (but not including) the Book-Entry Date.

**402.03 Confirming Pre-settlement MBS Issuance Information**

As a best practice for an MBS Mortgage Loan when Fannie Mae is the Investor, the Lender should confirm the pre-settlement MBS issuance details with the Capital Markets Trade Confirmations team no later than 3:00 p.m. Eastern Time 2 Business Days before (and not including) the Book-Entry Date.
Chapter 5  Delivery Procedures – Documents

Section 501  General

501.01  Custodian

The Document Delivery Facility is Fannie Mae’s document custodian responsible for holding the original Note and the originals or copies of all other documents required to be included in the Mortgage Loan Delivery Package. Fannie Mae may appoint or assign a different document custodian from time to time to serve this function.

501.02  Delivery

501.02A  Delivery Deadline; Timing of Document Delivery

The Lender must deliver the complete Mortgage Loan Delivery Package to the Document Delivery Facility on or before the Delivery Deadline, as more particularly described in Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General. It is recommended that the Lender deliver the Mortgage Loan Delivery Package in advance of the Delivery Deadline to allow time to correct any deficiencies Fannie Mae may find. Failure to meet the Delivery Deadline may subject the Lender to the provisions of Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General and Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package.

For a Mortgage Loan to be considered delivered on a given Business Day, the Document Delivery Facility must be in possession of the Mortgage Loan Delivery Package by 10:30 a.m. Eastern Time that day. Fannie Mae will certify a Mortgage Loan for purchase on a given Business Day only if the Mortgage Loan Delivery Package and all required C&D data have been submitted by 10:30 a.m. Eastern Time on such day.

If the Lender’s failure to meet the Delivery Deadline requires a change in the Settlement Date, the Lender may be charged a Rate Lock Extension Fee.

501.02B  Location of Delivery

The Lender must submit Folder I (as described in the Multifamily Mortgage Loan Delivery Package Table of Contents) to the Document Delivery Facility at the following address:

Fannie Mae (Multifamily)
New Loan Submission
13150 Worldgate Drive
Herndon, VA  22070.
Folder II (as described in the Multifamily Mortgage Loan Delivery Package Table of Contents) must be submitted electronically via DocWay.

501.02C Format of Delivery

The Mortgage Loan Delivery Package must include all documents required in Part IV A, Chapter 5: Delivery Procedures – Documents, Section 502: The Mortgage Loan Delivery Package Contents.

For MBS Mortgage Loans, if there is more than 1 Mortgage Loan per MBS Pool, the Mortgage Loan Delivery Package must be in the same numerical order as the C&D data submission. If the Lender is using more than 1 overnight courier envelope or container to deliver a Mortgage Loan (or Mortgage Loans) to Fannie Mae, the Lender must label each envelope or container as follows:

- For MBS Pools consisting of more than 1 Mortgage Loan, the Mortgage Loans should be grouped as 1 package, inclusive of all Mortgage Loans within the MBS Pool, labeled according to how many envelopes or containers are submitted with the Loan Documents, such as “1 of 4, MBS Pool #______,” “2 of 4, MBS Pool #______,” etc.

- For Deliveries consisting of 1 Mortgage Loan, the Mortgage Loan Delivery Package should also be labeled according to how many envelopes or containers are submitted with the Loan Documents, such as, “1 of 2,” “2 of 2.”

501.03 Warehouse Lender and Bailee Letter

The Lender may originate the Mortgage Loan with proceeds from a warehouse lender. If the warehouse lender submits the Note to Fannie Mae pursuant to a bailee letter, the bailee letter must be acceptable to Fannie Mae.

501.04 Review of Mortgage Loan Delivery Package

Upon receipt of the Mortgage Loan Delivery Package (including the Folder II DocWay submission) and the data required in Part IV A, Chapter 4: Delivery Procedures – Data, Fannie Mae will review the documents to verify that:

- the Loan Documents submitted are consistent with the data in C&D and the Commitment, and have been endorsed or assigned to Fannie Mae;

- a title insurance policy covering the Mortgage Loan has been issued in accordance with the provisions of Part II, Chapter 3: Legal Compliance, Section 304: Title Insurance (the Lender
may submit the title policy with blanks for the recording information but a final completed title policy with recordation information must be delivered to the Document Delivery Facility no later than 6 months following the Mortgage Loan Origination Date); and

all other required documents have been submitted.

If the Mortgage Loan Delivery Package is incomplete or has errors, Fannie Mae may, in addition to any other remedy or corrective action it is entitled to take under the Lender Contract, impose fees for noncompliance.

501.05  Failure to Deliver: Return of Package

Fannie Mae may take any of the following actions if the Mortgage Loan Delivery fails to occur on or before the Delivery Deadline and such failure results in the inability of Fannie Mae to (i) for an MBS Mortgage Loan, settle the MBS by the Settlement Date, or (ii) for a Cash Mortgage Loan, purchase the Mortgage Loan by the earlier of the Settlement Date and the Commitment Expiration Date.

If the failed Delivery occurs in connection with a Multifamily Trading Desk trade (MBS or cash), then after the earlier of the Settlement Date and the Commitment Expiration Date but not sooner than the second Business Day following notice of default to the Lender, Fannie Mae will draft an amount equal to the Minimum Good Faith Deposit from the Lender’s account and retain it as liquidated damages in full satisfaction of the Lender’s obligations under the Rate Lock and the Commitment. Except as provided here, the Lender will not be responsible for damages in excess of the Minimum Good Faith Deposit, which shall be Fannie Mae’s sole remedy. For Mortgage Loans with a Rate Lock Period longer than 180 days, Fannie Mae’s additional remedies, if any, for a failed Delivery will be determined by the Multifamily Trading Desk at the time of Rate Lock.

If the failed Delivery occurs in connection with a Lender-Arranged Sale, the Lender shall comply with the requirements of the Third Party MBS Investor.

The Lender shall indemnify, hold harmless, and defend Fannie Mae from and against all actions, suits, claims, proceedings, orders, damages, penalties, and costs arising from the Lender’s failure to comply with any Third Party MBS Investor requirements.

The Lender is obligated to the Investor for any breakage fees whether or not it collects the Good Faith Deposit from the Borrower.

If Fannie Mae does not purchase the Mortgage Loan, the Mortgage Loan documents will be returned to the Lender (or to a warehouse lender if a warehouse lender submitted the Note to Fannie Mae pursuant to a bailee letter).
Section 502 The Mortgage Loan Delivery Package Contents

502.01 Mortgage Loan Delivery Documents

The Mortgage Loan must be documented on Fannie Mae’s standard form multifamily Loan Documents, as found at www.fanniemae.com/multifamily, and may be modified only as permitted by the Guide or as otherwise approved or directed by Fannie Mae. Any Loan Document (including any Schedule or Exhibit) that the Lender has modified from the published Fannie Mae form must be delivered in a version marked to show all changes incorporated into the final signed documents.

The Multifamily Mortgage Loan Delivery Package Table of Contents (Form 6502) must list all Loan Documents included in the Mortgage Loan Delivery Package. All appropriate boxes must be checked, and all other documents executed in connection with the Mortgage Loan must be listed in Form 6502.

502.02 Mortgage Loan Delivery Package Folders

Folder I of the Mortgage Loan Delivery Package must contain all closing documents and must be delivered to Fannie Mae in legal-sized accordion folders marked with the Lender name, Commitment number, and Property name. All documents in Folder I must be held together by binder clips or paperclips. Folder I may not contain any loose documents or any documents that are stapled or held together by a rubber band. All documents in Folder I will be held by Fannie Mae until the Maturity Date or earlier disposition or prepayment of the Mortgage Loan.

Folder II of the Mortgage Loan Delivery Package is comprised of the documents or data that must be delivered to Fannie Mae electronically.

The Multifamily Mortgage Loan Delivery Package Table of Contents for Folder I must be included in the front of each folder.

502.03 Participation Interests

From time to time, Fannie Mae may purchase a Participation Interest in a Mortgage Loan. If the Participation Interest is in certificated form, the original certificate of participation or other evidence of the Participation Interest, made in favor of Fannie Mae or accompanied by an assignment of the Participation Interest to Fannie Mae, must be delivered to Fannie Mae. If the Participation Interest is not in certificated form, original documentation must be delivered to Fannie Mae evidencing conveyance of the Participation Interest to Fannie Mae in accordance with the terms of the instruments establishing the Participation Interest. The Lender must also deliver to Fannie Mae, for any Participation Interest, the items listed in the Multifamily Mortgage Loan Delivery Package Table of Contents for the underlying Mortgage Loan.
For Mortgage Loans that are intended to be funded under 1 of the ASAP Options, the Lender must refer to the applicable ASAP Contract for any ASAP-specific delivery requirements.
To clear a Mortgage Loan for purchase, Fannie Mae must first evaluate and confirm the Mortgage Loan data and the Mortgage Loan Delivery Package. To give Fannie Mae the time required to complete its review and to timely purchase the Mortgage Loan, the Lender must complete Delivery of the Mortgage Loan by the Delivery Deadline, as follows:

- **For an MBS Mortgage Loan:**
  - The Lender must complete Delivery no later than 7 Business Days prior to (and not including) the scheduled Book-Entry Date.
  - Fannie Mae will purchase the Mortgage Loan on the Book-Entry Date by wiring the MBS via the Federal Reserve book-entry system pursuant to the Lender’s wiring instructions submitted in C&D.

- **For a Cash Mortgage Loan:**
  - The Lender must complete Delivery no later than 3 Business Days prior to (and not including) the earlier of the Settlement Date and the Commitment Expiration Date.
  - The Lender may request that Fannie Mae purchase the Mortgage Loan prior to the Commitment Expiration Date if Fannie Mae receives the complete Delivery 3 Business Days prior to (and not including) the requested purchase date.
  - Fannie Mae will purchase the Mortgage Loan by wiring the purchase amount via the Lender’s wiring instructions submitted in C&D.

After Fannie Mae has purchased the Mortgage Loan, C&D will reflect the Mortgage Loan status as “purchased” for Cash Mortgage Loans and as “active issue” for MBS Mortgage Loans.

For an MBS Mortgage Loan, the Lender will receive the Loan Number through C&D after Fannie Mae closes the MBS Pool. For a Cash
Section 602  Purchase Amount; Accrued or Prepaid Interest

The purchase amount to be paid by Fannie Mae for a Mortgage Loan will be based on the price (expressed as a percentage) that is stated in the Commitment multiplied by the UPB of the Mortgage Loan at the time of purchase, adjusted as described below.

If accrued or prepaid interest is due for the month in which Fannie Mae purchases the Mortgage Loan, Fannie Mae will adjust the purchase amount by adding any accrued interest, or deducting any prepaid interest, as necessary to reflect the Lender’s and Fannie Mae’s respective shares of such items, as follows:

- For MBS Mortgage Loans, accrued interest is due to the Lender from the Mortgage Loan Origination Date to, but not including, the Book-Entry Date of the MBS (if the Book-Entry Date occurs on the first day of the month, no accrued interest is due to the Lender).

- For Cash Mortgage Loans, if Fannie Mae purchases the Mortgage Loan in a month other than the month in which the Mortgage Loan Origination Date occurs, accrued interest is due to the Lender for the period from the Mortgage Loan Origination Date to, but not including, the date of Fannie Mae’s purchase.

- For Cash Mortgage Loans, if Fannie Mae purchases the Mortgage Loan during the month in which the Mortgage Loan Origination Date occurs and the Borrower has prepaid interest on the Mortgage Loan through the end of that month, prepaid interest is subtracted from the Lender’s purchase proceeds for the period from and including the date of Fannie Mae’s purchase to the end of month.

Section 603  MBS Funding and Delivery Methods

On the Book-Entry Date, Fannie Mae will issue and deliver the MBS electronically through the Federal Reserve book-entry system pursuant to the Lender’s wiring instructions and using 1 of the 3 available settlement methods described below.

603.01  Third Party MBS Investor Delivery Paths

603.01A  Delivery versus Payment
If the Lender selects the “Delivery vs. Payment” option in C&D, Fannie Mae will deliver the MBS directly to the account of the Lender or its designee through the Federal Reserve book-entry system. The Lender or its designee will then deliver the MBS to the Third Party MBS Investor, also through the Federal Reserve book-entry system. The Federal Reserve simultaneously will credit the MBS Investor’s account with the MBS, debits the MBS Investor’s account for the purchase amount, and credits the purchase amount to the Lender’s account.

603.01B Delivery Direct to the Investor

If the Lender selects the “Delivery Direct to the Investor” option in C&D, Fannie Mae will deliver the MBS directly to the Third Party MBS Investor’s account pursuant to the Lender’s delivery instructions. Upon receipt of the MBS, the Third Party MBS Investor will wire payment to the Lender pursuant to terms agreed to by the Lender and the Third Party MBS Investor.

603.02 Trades with Multifamily Trading Desk - Original Issue Settlement

If the transaction is a trade with the Multifamily Trading Desk, the Lender must select “CSTD” from the “Special Delivery Instructions” dropdown to trigger “Original Issue Settlement” funding. Fannie Mae will match the MBS to the trade and wire the funds directly to the Lender, and the MBS will be assigned directly to Fannie Mae on the Book-Entry Date.

Section 604 Disclosure for MBS Mortgage Loans

MBS Investors rely on information in the disclosure when determining whether to purchase an MBS. Accordingly, it is very important that all information in the disclosure be complete and accurate. The standard disclosure Fannie Mae uses at MBS issuance includes the Multifamily MBS Prospectus and Annex A.

604.01 Multifamily MBS Base Prospectus

The Multifamily MBS Base Prospectus is the basic disclosure document that contains information of interest to Investors, including:

- a general description of Fannie Mae’s multifamily mortgage business;
- disclosure of general risk factors related to the MBS;
- the types of multifamily mortgage loans that Fannie Mae securitizes; and
- the types of properties that secure multifamily mortgage loans.

Fannie Mae’s Multifamily MBS Base Prospectus is updated from
604.02  Prospectus Supplement (Prior to December, 2017)

For MBS issued prior to December, 2017, a Prospectus Supplement was prepared by Fannie Mae prior to the issuance of each MBS to supplement the general information in the Multifamily MBS Base Prospectus with information specific to the Mortgage Loan comprising the MBS Pool. The Prospectus Supplement has 2 parts:

- The Prospectus Supplement Narrative (standard) is a transaction-specific disclosure document that describes in more detail the terms and structure of the Mortgage Loan.

- The Schedule of Pool and Loan Information consists of “Pool Statistics,” providing pool-level disclosure data, and the “Multifamily Schedule of Loan Information,” providing specific disclosure data for the Mortgage Loan and the Property or Properties securing the Mortgage Loan.

The Prospectus Supplement is posted on www.fanniemae.com/multifamily.

604.03  Additional Disclosure

For MBS issued after December, 2017, Mortgage Loans with characteristics or terms that differ from the standard characteristics described in the Multifamily MBS Prospectus and the Annex A may require transaction-specific information to be added to the standard disclosure documents through a process called “Additional Disclosure.” See the Additional Disclosure Guidance (Form 4098) for guidance on matters that may require Additional Disclosure.

The Lender must disclose any Additional Disclosure features to the MBS Investor prior to entering into the Rate Lock (see Required Practices in Part IV A, Chapter 3: Committing, Section 302: Requirements for Rate Lock and Commitment) as these features may affect the performance assumptions and risk factors associated with the MBS.

When the Lender marks a Mortgage Loan for Additional Disclosure in C&D, Fannie Mae reviews the Loan Documents to determine whether Additional Disclosure is required. In some cases, Fannie Mae may determine that Additional Disclosure is not required and that the standard Prospectus and Annex A are sufficient. In other cases, Fannie Mae may determine that Additional Disclosure is required, either through:

- an Addendum to the Multifamily MBS Prospectus; or
- a footnote on Annex A.
Lender Disclosure Obligations

The Multifamily MBS Prospectus and Annex A are posted on www.fanniemae.com/multifamily at least 2 Business Days before the MBS Book-Entry Date. The Lender must promptly review the Multifamily MBS Prospectus (and, for Additional Disclosure, any Addendum to the Prospectus and/or footnote to Annex A) and must notify Fannie Mae before the Book-Entry Date of any inaccuracies. Fannie Mae reserves the right to require the Lender to certify to the completeness of any Prospectus that Fannie Mae issues for an MBS Pool. The Lender must comply with all applicable federal and state securities laws and with the rules and guidelines of the Securities Industry and Financial Markets Association, including the requirements for the delivery of disclosure documents in connection with the sale or redelivery of an MBS.

Section 605  Purchase Procedures for Cash Mortgage Loans

605.01  Disbursement of Purchase Proceeds

After Fannie Mae has cleared a Cash Mortgage Loan for purchase, Fannie Mae will disburse funds in accordance with the timing requirements set forth in this Chapter and the payee codes submitted by the Lender in C&D, as described in Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General. Fannie Mae assumes no responsibility or liability for fund disbursement other than to wire proceeds in accordance with the information submitted by the Lender in C&D.

605.02  Purchase Advice

Concurrent with disbursement of the Mortgage Loan proceeds, Fannie Mae will issue a detailed electronic “purchase advice” to the Lender listing all components of the net disbursement including purchased principal and any accrued interest, prepaid interest, or returned fees. Fannie Mae will issue a separate purchase advice for each Mortgage Loan.

Section 606  ASAP

For Mortgage Loans to be funded under 1 of the ASAP Options, the Lender must refer to the applicable ASAP Contract for any ASAP-specific delivery requirements.
Part IV B  Mortgage Loan Commitment, Delivery, and Purchase Procedures for Special Product Features and Executions

Chapter 1  Early Rate Lock

Beginning December 18, 2017, the Early Rate Lock ("ERL") option is no longer available.
Chapter 2  Streamlined Rate Lock

Section 201  General

The Lender may enter into a Rate Lock and obtain a Commitment prior to completing full underwriting of a Mortgage Loan by using the Streamlined Rate Lock option described in this Chapter. The Streamlined Rate Lock is available for both (i) MBS Mortgage Loans with either the Multifamily Trading Desk or a Third Party MBS Investor, or (ii) Cash Mortgage Loans with the Multifamily Trading Desk. The Lender must underwrite, originate, commit, and deliver Streamlined Rate Lock Mortgage Loans in accordance with the standards, timeframe, and requirements of the Guide, except as expressly modified by Fannie Mae or this Chapter.

201.01 Eligible Mortgage Loans

A Mortgage Loan that is secured by a Property that meets the occupancy requirements set forth in Part II, Chapter 1: Attributes and Characteristics, Section 104: Minimum Occupancy is eligible to use the Streamlined Rate Lock option. The following Mortgage Loan types are not eligible to use the Streamlined Rate Lock option:

- Adjustable Rate Mortgage Loans (ARM Loans); and
- Structured ARM Loans.

The Streamlined Rate Lock option may be used for (i) Green Rewards Mortgage Loans, and (ii) Green Mortgage Loans secured by a Property with a Fannie Mae-recognized Green Building Certification after the Lender has:

- received a Property Condition Assessment with an HPB Module (or a separate HPB Report) which projects that the agreed-upon Energy- and Water-Efficiency Measures will achieve the reduction in annual energy or water consumption required to qualify as a Green Rewards Mortgage Loan by Part II, Chapter 4: Inspections and Reserves, Section 403: Completion/Repairs; or
- reviewed and approved any required Green Building Certification prior to Rate Lock.

If the Lender has not received (i) the Property Condition Assessment with an HPB Module (or a separate HPB Report) confirming that the Property will qualify as a Green Rewards Mortgage Loan, or (ii) any required Green Building Certification, the Streamlined Rate Lock option may still be used if the Lender:

- discloses to each Investor that the Lender intends to deliver the
MBS Mortgage Loan as a “Green MBS”; and

- requests the Fannie Mae Deal Team to provide the Lender with an alternative quote for the Guaranty Fee Rate and Servicing Fee Rate to be included in the Gross Note Rate if, upon the completion of full underwriting, the Property fails to qualify as a Green Mortgage Loan.

201.02  Pre-Review Mortgage Loans

For a Pre-Review Mortgage Loan, the Lender must obtain authorization from the Fannie Mae Deal Team prior to proceeding with a Streamlined Rate Lock.

201.03  Commitment Terms

201.03A  Rate Lock Period; Delivery Timing

- The Rate Lock Period for a Streamlined Rate Lock Mortgage Loan may not exceed 180 days.
- A Streamlined Rate Lock Mortgage Loan must be delivered to Fannie Mae within 30 days after the Mortgage Loan Origination Date.

201.03B  Minimum Rate Lock Amount for Trades with the Multifamily Trading Desk; Dual Commitment Option

For Cash and MBS Trades with the Multifamily Trading Desk, the Lender must follow the procedures for entering into a Rate Lock set forth in Part IV A, Chapter 3: Committing, except that the Lender has the option to rate lock less than the fully anticipated amount of the Mortgage Loan, but not less than 75% of the anticipated Mortgage Loan amount.

If the Lender anticipates that it will be utilizing the Dual Commitment Option, the Lender must notify the Multifamily Trading Desk at the time of the original Rate Lock.

201.03C  Commitment Modifications

The Settlement Date and Commitment Expiration Date may only be extended after the Lender has fully underwritten the Streamlined Rate Lock Mortgage Loan as described in Part IV B, Chapter 2: Streamlined Rate Lock, Section 204: The Lender’s Determination after Completion and Review of the Full Underwriting Package. For MBS Mortgage Loans or Cash Mortgage Loans with the Multifamily Trading Desk, any extension of the Streamlined Rate Lock must be approved by the Multifamily Trading Desk, and may be subject to additional fees. Any Mortgage Loan with an
initial Rate Lock Period in excess of 180 days, or any Rate Lock extension that would cause the total Rate Lock Period to exceed 180 days, the Lender must also contact the Fannie Mae Deal Team for approval before seeking the extension (e.g., no extension is permitted for a Mortgage Loan with an initial Rate Lock Period in excess of 150 days without the approval of the Fannie Mae Deal Team).

The Lender may negotiate an extension of the Settlement Date with the Third Party MBS Investor, provided that the extension does not exceed more than 30 days beyond the original Settlement Date. Any approved extension request (a) may require adjustment to the locked interest rate, as determined by the Third Party MBS Investor; and (b) may require Lender to pay any fees charged by the Third Party MBS Investor.

Any approved modification of the Streamlined Rate Lock or Commitment must be done in accordance with Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures.

### 201.04 Basic Streamlined Rate Lock Mortgage Loan Requirements

#### 201.04A General

For all Streamlined Rate Lock Mortgage Loans, the Lender must:

- comply with all applicable Required Practices set forth in Part IV A, Chapter 3: Committing, Section 302: Requirements for Rate Lock and Commitment;
- comply with the Preliminary Streamlined Mortgage Loan Underwriting requirements described in Part IV B, Chapter 2: Streamlined Rate Lock, Section 202: Preliminary Underwriting Requirements; and
- complete full underwriting and update the underwriting documentation for the Streamlined Rate Lock Mortgage Loan no later than the earlier of (i) the Mortgage Loan Origination Date, or (ii) 90 days after the date on which the Lender enters into the Streamlined Rate Lock.

#### 201.04B Good Faith Deposit

Prior to obtaining a Streamlined Rate Lock, the Lender must collect a Good Faith Deposit from the Borrower. The Lender may not spread the lien of the existing Security Instrument to secure the Good Faith Deposit in lieu of cash or a letter of credit.

#### 201.04C Delivery Tolerance

Except as provided in Part IV B, Chapter 2: Streamlined Rate
Lock, Section 204.02: Lender Determinations after Full Underwriting, the Delivered Mortgage Loan Amount of the Streamlined Rate Lock Mortgage Loan must be within the standard Delivery Tolerance as provided in Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General.

201.04D Green Mortgage Loans

The Lender must inform the Investor and the Multifamily Trading Desk that:

- the Rate Lock is for a Green Mortgage Loan; and
- underwriting required to qualify the Property as a Green Mortgage Loan has not been completed, including:
  - for a Green Rewards Mortgage Loan, the Lender has not yet received a Property Condition Assessment with an HPB Module (or a separate HPB Report) listing Energy- and Water-Efficiency Measures that project the reduction in annual energy or water consumption required to qualify as a Green Rewards Mortgage Loan; or
  - for a Green Mortgage Loan secured by a Property with a Fannie Mae-recognized Green Building Certification, the Lender has not reviewed and approved the required Green Building Certification prior to Rate Lock.

The Fannie Mae Deal Team must provide the Lender with an alternative Guaranty Fee Rate and Servicing Fee Rate to be included in the Gross Note Rate if, upon the completion of full underwriting, the Property fails to qualify as a Green Mortgage Loan.

Section 202 Preliminary Underwriting Requirements

All underwriting standards and requirements of the Guide are applicable to Streamlined Rate Lock Mortgage Loans, except for the timing and documentation differences described in this Section 202. Prior to obtaining a Streamlined Rate Lock, the Lender must:

(a) receive an executed Borrower Commitment pursuant to Part IV A, Chapter 3: Committing, Section 302: Requirements for Rate Lock and Commitment in which the Borrower agrees to close the Streamlined Rate Lock Mortgage Loan and be liable for any costs, fees, or damages associated with the Borrower’s failure to originate the Mortgage Loan, as further described in the Streamlined Rate Lock Agreement;

(b) obtain sufficient preliminary information and documentation to obtain preliminary approval from the Lender’s Loan
Committee for the Streamlined Rate Lock Mortgage Loan and the Streamlined Rate Lock;

(c) receive funds from the Borrower to pay transaction costs and costs of third-party professional reports in accordance with the Lender's requirements;

(d) collect the Minimum Good Faith Deposit pursuant to the terms of Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits (the Good Faith Deposit required by a Third Party MBS Investor may be in excess of the Minimum Good Faith Deposit required by Fannie Mae);

(e) complete the following underwriting related to the Borrower, the Key Principal, and the Principal:

1. identify the Borrower, the Key Principals, and the Principals;

2. perform an ACheck review for each Borrower, Key Principal, and Principal; and

3. determine that each Borrower, Key Principal, and Principal is not (a) a “specially designated national and blocked person” on the Specially Designated Nationals List maintained by OFAC; or (b) included on the SCP List.

(f) advise the Borrower:

1. to review and request any modifications to the Fannie Mae standard form multifamily Loan Documents; and

2. that, if the Borrower enters into a Rate Lock of the Mortgage Loan with the Lender and Investor prior to the review and approval by the Lender of all Loan Document modifications requested by the Borrower, approval of any subsequent modifications shall be at the sole discretion of Fannie Mae and the Lender, and any refusal by the Lender shall not constitute a defense of the Borrower to the failure by the Borrower to close the Mortgage Loan in accordance with the Loan Commitment (in the amount of the Rate Lock Loan Amount); and

(g) enter into a Streamlined Rate Lock Agreement among the Borrower, the Key Principal and the Lender in which the Borrower and the Key Principal jointly and severally agree to pay to the Lender, on a full recourse basis, any damages associated with the Borrower’s failure to originate the Mortgage Loan, which damages to a Third Party MBS Investor may be in excess of the Minimum Good Faith Deposit required by Fannie Mae.

Section 203  Rate Lock and Full Underwriting

The Lender may obtain a Streamlined Rate Lock by following the
rate lock procedures detailed in Part IV A, Chapter 3: Committing, at such time as the Lender has:

(a) completed the preliminary due diligence described in Part IV B, Chapter 2: Streamlined Rate Lock, Section 202: Preliminary Underwriting Requirements and the preliminary underwriting deemed necessary by the Lender; and

(b) obtained approval from the Fannie Mae Deal Team of all exceptions or modifications identified at the time of the Lender’s preliminary underwriting, including all Loan Document modifications.

The Lender must complete full underwriting of the Streamlined Rate Lock Mortgage Loan no later than the earlier of (i) the Mortgage Loan Origination Date, or (ii) 90 days after the date on which the Lender enters into the Streamlined Rate Lock. For Green Mortgage Loans, the Lender must review:

- the PCA Report with an HPB Module (or a separate HPB Report), and confirm that the Borrower has agreed to implement Energy- and Water Efficiency Measures that the HPB Module or HPB Report projects to achieve the reduction in annual energy or water consumption required to qualify as a Green Rewards Mortgage Loan; or
- the required Fannie Mae-recognized Green Building Certification prior to Rate Lock.

The Lender must update all underwriting documentation as of the Mortgage Loan Origination Date in accordance with the underwriting requirements of the Guide.

Section 204  
The Lender’s Determination after Completion and Review of the Full Underwriting Package

204.01 Full Underwriting

After the Lender has completed full underwriting of the Streamlined Rate Lock Mortgage Loan, the Lender must make 1 of the determinations described in Part IV B, Chapter 2: Streamlined Rate Lock, Section 204.02: Lender Determinations after Full Underwriting.

204.01A Changes to Rate Lock Amount or Commitment Amount

Subject to the terms of Part IV B, Chapter 2: Streamlined Rate Lock, Section 204.02: Lender Determinations after Full Underwriting, no changes may be made to the Rate Lock amount after obtaining a Streamlined Rate Lock or to the Commitment Amount after a Commitment has been confirmed. All changes to the preliminary Net Operating Income,
the Property value, or any other items used to determine the Rate Lock amount must be fully documented in the Folder II submission of the Mortgage Loan Delivery Package.

204.01B  Mortgage Loan Delivery Package

The preliminary information and documentation described in Part IV B, Chapter 2: Streamlined Rate Lock, Section 202: Preliminary Underwriting Requirements must be included in the Mortgage Loan Delivery Package described in Part IV A, Chapter 5: Delivery Procedures – Documents and must be in a form that will enable Fannie Mae to conduct a post-purchase file review of the information.

In addition, the following must be included in the Lender’s final Mortgage Loan Delivery Package Delivered pursuant to Part IV A, Chapter 5: Delivery Procedures – Documents:

- a complete Transaction Approval Memo and underwriting spreadsheets with details on how the Rate Lock amount for the Streamlined Rate Lock Mortgage Loan was calculated, including any required change to the Guaranty Fee Rate and Servicing Fee Rate included in the Streamlined Rate Lock for a non-qualifying Green Rewards Mortgage Loan, as described in Part IV B, Chapter 2: Streamlined Rate Lock, Section 204.02: Lender Determinations after Full Underwriting;
- the calculation of any changes to the Delivered Mortgage Loan Amount; and
- all required underwriting documentation used at the time of full underwriting.

204.02  Lender Determinations after Full Underwriting

After completing the full underwriting and prior to submitting Folder II of the Mortgage Loan Delivery Package to Fannie Mae, the Lender must, based on the results of the full underwriting, determine if the Streamlined Rate Lock Mortgage Loan will be:

- delivered with no changes to the terms of the Streamlined Rate Lock or the Commitment;
- delivered with changes to the terms of the Streamlined Rate Lock or the Commitment; or
- not delivered to Fannie Mae.

204.02A  No Change to the Streamlined Rate Lock, or an Increase or Decrease to the Delivered Mortgage Loan Amount within the Delivery Tolerance
The Lender must make Delivery of an eligible Streamlined Rate Lock Mortgage Loan satisfying the terms and conditions of the Streamlined Rate Lock, the Commitment, and the Guide if, after the completion of full underwriting, the Lender determines that:

- no change is necessary to the Streamlined Rate Lock or the Commitment;
- a decrease to the Delivered Mortgage Loan Amount from the Commitment Amount within the Delivery Tolerance (see Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General) must be made to conform the Mortgage Loan to the required Pricing and Underwriting Tier; or
- an increase to the Delivered Mortgage Loan Amount from the Commitment Amount within the Delivery Tolerance (see Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General) can be made, provided that the Delivered Mortgage Loan Amount must be at the same Pricing and Underwriting at which the Mortgage Loan was underwritten.

Within 1 Business Day after the determining that the Delivered Mortgage Loan Amount will be greater or less than the Commitment Amount but within the Delivery Tolerance, the Lender must submit a data change request in C&D, as described in Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures, to update the fields that relate to the changed Commitment Amount.

**204.02B  Changes to the terms of the Streamlined Rate Lock or the Commitment**

1. **Decrease in the Delivered Mortgage Loan Amount in Excess of the Delivery Tolerance up to 10% of the Commitment Amount.**

   If after the completion of full underwriting, the Lender determines that the Delivered Mortgage Loan Amount will be less than 95% of the Commitment Amount but greater than 90% of the Commitment Amount, then:

   - for Cash and MBS Trades with the Multifamily Trading Desk:
     - Fannie Mae shall accept delivery of the Mortgage Loan in such lesser amount; and
     - the Lender shall owe as liquidated damages, to be paid from the Good Faith Deposit, an amount equal to (i) the difference between 95% of the Commitment Amount and the Delivered Mortgage Loan Amount, multiplied by (ii) the applicable Good Faith Deposit percentage set forth in Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposit.
Deposits;

- for MBS Trades with a Third Party MBS Investor:
  - the Lender must confirm whether the Third Party MBS Investor will accept delivery of an MBS in a lower amount than that required to meet that Third Party MBS Investor’s delivery requirements (but which Third Party MBS Investor’s delivery requirements shall not be less than 90% of the Commitment Amount); and
  - send confirmation by the Third Party MBS Investor that the Third Party MBS Investor will accept delivery of the MBS in such lower amount to Multifamily Acquisitions.

Within 1 Business Day after the determining that the Delivered Mortgage Loan Amount will be less than the Commitment Amount and not within the Delivery Tolerance as permitted above, the Lender must submit a data change request in C&D as described in Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures to update the fields that relate to the changed Commitment Amount.

2. Increase in the Delivered Mortgage Loan Amount in Excess of the Delivery Tolerance is Justified (Dual Commitment Option).

For Cash and MBS Trades with the Multifamily Trading Desk, the Lender may utilize the Dual Commitment Option set forth in Part IV B, Chapter 2: Streamlined Rate Lock, Section 205: Dual Commitment Option only if, after the completion of full underwriting, the Lender determines that:

- the Streamlined Rate Lock Mortgage Loan qualifies for additional proceeds in excess of the Delivery Tolerance; and
- the Lender desires to increase the Commitment Amount of the Streamlined Rate Lock Mortgage Loan.

3. Change in the Streamlined Rate Lock for a Non-Qualifying Green Rewards Mortgage Loan.

In addition to any other changes required by this Section, if after determining that the Mortgage Loan will not (a) project the reduction in annual energy or water consumption required to qualify as a Green Rewards Mortgage Loan, or (b) receive the Fannie Mae-recognized Green Building Certification required to qualify as a Green Mortgage Loan, an adjustment to the Streamlined Rate Lock will be required. Within 1 Business Day after such determination, the Lender must:

- prior to originating the Mortgage Loan, (i) notify the Fannie Mae Deal Team, and (ii) make any necessary changes to the Mortgage Loan amount and Gross Note Rate in the Loan.
prior to the Delivery Deadline, submit a data change request in C&D, as described in Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures, to:

- update the Gross Note Rate for the Mortgage Loan to include the alternative “non-Green” Guaranty Fee Rate and Servicing Fee Rate provided by the Fannie Mae Deal Team at the time of Rate Lock as a Green Mortgage Loan; and
- make any required change in the Mortgage Loan amount.

204.02C  Waiver to Accept Delivery

If, after the completion of final underwriting, the Lender determines that (i) the Lender cannot make Delivery of the Streamlined Rate Lock Mortgage Loan without a modification to the terms of the Streamlined Rate Lock and the Commitment, and (ii) the Lender still desires to make Delivery of the Streamlined Rate Lock Mortgage Loan with a modification to terms of the Streamlined Rate Lock and the Commitment, the Lender must submit a waiver request explaining the reasons for the proposed modifications to the Streamlined Rate Lock and the Commitment and the rationale for the Lender’s desire for Fannie Mae to accept Delivery of the Streamlined Rate Lock Mortgage Loan. If the waiver request is not approved by Fannie Mae and the Lender cannot otherwise make Delivery of the Streamlined Rate Lock Mortgage Loan without a modification to the terms of the Streamlined Rate Lock and the Commitment, the Lender will be subject to the provisions set forth in Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package.

204.02D  Non-Delivery of Streamlined Rate Lock Mortgage Loan

After the completion of full underwriting, the Lender may inform Fannie Mae that the Mortgage Loan will not be delivered. In such case, the Lender will be subject to the provisions set forth in Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package.

Section 205  Dual Commitment Option

205.01  General

For trades with the Multifamily Trading Desk, the Dual Commitment Option is available to increase the Commitment Amount of the Streamlined Rate Lock Mortgage Loan if the Lender determines that the Property supports an increase to the Mortgage Loan Amount after completion of full underwriting. If the Lender anticipates using the Dual Commitment Option,
the Lender must notify the Multifamily Trading Desk at the time of the original Rate Lock. If the Dual Commitment Option is used, the Delivery Tolerance may not be used to increase the Mortgage Loan amount after the completion of full underwriting of the Streamlined Rate Lock Mortgage Loan.

205.02 Obtaining Additional Proceeds

If the Lender uses the Dual Commitment Option, the Lender must contact the Multifamily Trading Desk to request a quote and indicate:

- that the quote is associated with the original Rate Lock for a Streamlined Rate Lock Mortgage Loan; and
- whether the original Rate Lock was for an MBS Mortgage Loan or a Cash Mortgage Loan.

The percentage of the UPB applicable to risk sharing may not be changed from the original Rate Lock. In addition, none of following terms of the original Rate Lock may be changed in C&D:

- Mortgage Loan term;
- Amortization term;
- Prepayment terms;
- Pricing method (the pricing structure as set forth in the Pricing Memo);
- Amortization type (interest payment method);
- Interest accrual method;
- Pricing and Underwriting Tier;
- Commitment date;
- Rate Lock period;
- Commitment Expiration Date; and
- Settlement Date.

No increase to the Good Faith Deposit is required under the Dual Commitment Option. If approved by Fannie Mae, the Multifamily Trading Desk will lock the rate with the Lender pursuant to the provisions of Part IV A, Chapter 3: Committing, Section 303: Obtaining a Rate Lock. Within 1 Business Day after obtaining the Rate Lock from the Multifamily Trading Desk, the Lender must make changes to the Commitment in C&D as follows:

- For an MBS Mortgage Loan, submit a data change request in C&D as described in Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures to update the fields that relate to the changed Commitment Amount. The revised Commitment for such MBS Mortgage Loan replaces the
original Commitment.

- For a Cash Mortgage Loan, submit an “Additional Rate Lock” request in C&D (refer to the C&D User Manual). The revised Commitment updates the original Commitment.

The revised Commitment Amount will be the sum of (i) the original Commitment Amount, plus (ii) the Rate Lock amount for the additional loan proceeds. The stated interest rate in the revised Commitment will be the weighted average of the interest rate in the original Rate Lock and the interest rate in the Rate Lock for the additional loan proceeds.
Chapter 3  Structured Transactions

Section 301  General

This Chapter describes the registration, commitment, delivery, and purchase procedures for Mortgage Loans originated in a Structured Transaction and underwritten pursuant to the terms of Part III, Chapter 17: Structured Transactions.

301.01  Transaction Registration

301.01A  Two System Registration

Using the Lender’s Negotiated Seller Number, the Lender must register each Structured Transaction in 2 systems:

- DUS Gateway; and
- MSFMS.

All Structured Transactions are managed in MSFMS, which provides users with a centralized view of the transaction. MSFMS is used to: (i) register new transactions; (ii) create and submit collateral and participant-related information; and (iii) for MBS, create and submit security information. The Lender should contact Multifamily Structured Acquisitions to obtain access to MSFMS as well as for any training needs.

301.01B  Registration Timing

The Lender must register the Structured Transaction in MSFMS after the transaction has been registered in DUS Gateway and prior to the remittance of any fees to Fannie Mae. The registration of the Structured Transaction in MSFMS must occur no later than 15 Business Days prior to purchase by Fannie Mae of the Mortgage Loan. The MSFMS Deal ID will be assigned upon registration in MSFMS.

301.02  Structured Transaction Approval

The terms and conditions of Fannie Mae’s approval of a Structured Transaction will be set forth in 1 or more documents provided by Fannie Mae to the Lender (collectively these documents, including any additional approvals issued for subsequent collateral activities, such as new loans and property additions, and any modifications to such approvals, are the “Structured Transaction Approval”).

The Structured Transaction Approval may include expiration dates by which certain identified actions must occur (such as Rate Lock, delivery, or purchase). The Lender must contact the Fannie Mae Deal Team to modify or extend any expiration date set forth in the Structured Transaction
Section 302  Pricing and Fees

302.01  Pricing

The Structured Transaction Approval sets forth the pricing for the Structured Transaction.

302.02  Fees

Fannie Mae may charge fees for the initial closing of the Structured Transaction and the Lender’s origination of the initial Mortgage Loans, as well as for subsequent collateral activity permitted under the Structured Transaction Loan Documents (e.g., additional origination fees, addition fees, release fees, due diligence fees, etc.). Such fees will be specified in the Structured Transaction Approval or the MATS Addendum. The due date for such fees will be determined by Fannie Mae. All Structured Transaction fees will be drafted from the Lender by Fannie Mae or as otherwise instructed by Fannie Mae.

Section 303  Loan Documents

All Structured Transactions must be evidenced by the Structured Transaction Loan Documents prepared by Fannie Mae outside counsel. The Fannie Mae Deal Team will provide the Lender with the name and contact information for both the Fannie Mae in-house legal counsel and the Fannie Mae outside counsel who have been assigned to work on the particular transaction.

Section 304  Rate Lock

The Lender must obtain a Rate Lock for the Structured Transaction in accordance with the provisions of Part IV A, Chapter 3: Committing, Section 303: Obtaining a Rate Lock and the Structured Transaction Approval.

Section 305  Commitment/Approval Processes

For each Structured Transaction, the Fannie Mae Deal Team must enter the transaction terms, collateral group, and fee group information from the Structured Transaction Approval into MSFMS.

305.01  MBS Mortgage Loans

Because MBS Mortgage Loans made in connection with Structured Transactions are managed in MSFMS rather than C&D, the “Commitment”
process is different for Structured Transactions. The Lender may generate a “Structured Facility Commitment Letter” within the “Reports” section of MSFMS to provide the Lender with confirmation that the Structured Transaction in MSFMS meets the terms of the transaction as documented in MSFMS. The “Structured Facility Commitment Letter” is available when the status of the MBS Pool in MSFMS is reflected as “submitted,” “closed,” “closed with differences,” or “active.”

305.02 Cash Mortgage Loans

For Cash Mortgage Loans in a Structured Transaction, the Lender must obtain a Commitment through C&D by following the procedures set forth in Part IV A, Chapter 3: Committing with the following exceptions.

- Commitment Page – The Lender must select “Structured” as the “Delivery Channel Type” and enter the MSFMS Deal ID in the “Structured Facility Management Deal ID” field to associate the Commitment with the Structured Transaction in MSFMS.

- Collateral Page – When completing the Property field, the Lender must enter “1100 15th St, NW” as the address and “Washington, DC  20005” as the city, state, and zip instead of entering the actual Property data, which instead will be entered into MSFMS.

- Participants Page – The Lender must enter at least 1 Borrower record. The complete data for all deal participants will be entered separately into MSFMS.

Section 306 Delivery Procedures

In order to ensure that a Mortgage Loan is timely purchased by Fannie Mae as required in this Chapter, the Lender must meet the minimum timing requirements at all stages of the delivery process, including submission of all required data via MSFMS and C&D (as applicable), and delivery of all required documentation. If the Lender does not satisfy all Delivery requirements, the Lender may be subject to the provisions of Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package.

For Structured Transactions, Delivery requires completion of the following 5 steps:

- **Step 1**: submission of deal participant and collateral data via MSFMS;

- **Step 2**: electronic delivery of Property and underwriting related documents (the Delivery Documents as required under Folder II, as described in the Multifamily Mortgage Loan Delivery Package Table of Contents) via DocWay;
Step 3: for Structured ARM Loans, submission of Interest Rate Hedge data;

Step 4: certification of executed Structured Transaction Loan Documents; and

Step 5: submission of pool and loan information via MSFMS for MBS Mortgage Loans or via C&D for Cash Mortgage Loans.

306.01 Deal Participant and Collateral Data Delivery (Step 1)

306.01A Submission of Data

The Lender is responsible for entering and submitting the deal participant data and the collateral data (property and underwriting data) into MSFMS for all Mortgage Loans delivered in connection with a Structured Transaction. For MBS Mortgage Loans, the deal participant and collateral data is submitted separately from, and in advance of, the submission of pool and Mortgage Loan data in MSFMS (Step 5 above).

The Lender must complete a deal participant page in MSFMS, and submit all required data, for each Borrower, Key Principal, and Sponsor (who may be the same as the Key Principal), and any Principals. Upon submission of such data, MSFMS will automatically run the ACheck process, which is in addition to, and not a replacement for, the ACheck process required to be completed by the Lender pursuant to Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 307: Applicant Experience Check.

The Lender must complete a “collateral” page in MSFMS, and submit all required data, for each Property, including the “eRents” data submission. Following submission of such data, MSFMS will reflect the collateral status as “submitted.”

306.01B Timing

For all Mortgage Loans in a Structured Transaction, the Lender must submit the deal participant and collateral data in MSFMS no later than 5:00 p.m. Eastern Time 10 Business Days prior to (and not including):

■ the purchase date for Cash Mortgage Loans; and
■ the Book-Entry Date for MBS Mortgage Loans.

306.02 Underwriting Documents (Step 2)

Contemporaneously with submission of the deal participant and collateral data in MSFMS, as required in Part IV B, Chapter 3: Structured Transactions, Section 306.01: Deal Participant and Collateral Data Delivery (Step 1) of this Chapter, the Lender must also submit Folder II via
DocWay as required in Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501: General. The Lender must create the DocWay folder for the Structured Transaction by utilizing the MSFMS Deal ID (adding zeros, if necessary, before the MSFMS Deal ID to create the required 6-digit number).

After the Lender has submitted deal participant and collateral data in MSFMS and delivered the Folder II documents via DocWay, Fannie Mae will review the submission. If the submission is acceptable, the Multifamily Certification and Custody Team will change the status of the Property on the Collateral Page in MSFMS to “accepted pending delivery.”

### 306.03 Interest Rate Hedge (Step 3)

#### 306.03A Timing of Hedge Acquisition

An Interest Rate Hedge is required for each Structured ARM Loan. The Borrower must enter into an Interest Rate Hedge Agreement with a Fannie Mae-approved provider meeting the requirements of Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans, Section 1205: Interest Rate Caps, in time to ensure entry of the hedge data (as described in Part IV B, Chapter 3: Structured Transactions, Section 306.03B: Hedge Data) into MSFMS no later than:

- for Structured ARM Loans that are MBS Mortgage Loans: 7 Business Days prior to (and not including) the Book-Entry Date of the MBS; or
- for Structured ARM Loans that are Cash Mortgage Loans: 5 Business Days prior to (and not including) Fannie Mae’s purchase of the Mortgage Loan.

#### 306.03B Hedge Data

Prior to submission of the pool and Mortgage Loan data in MSFMS (Step 5 above), the Lender must enter and submit the Interest Rate Hedge data in MSFMS via the “hedge” tab. To do so, the Lender must select the “hedge” tab, create a new hedge, and enter the appropriate data. After the required data has been entered, the Lender must submit the hedge data to Fannie Mae for review. Fannie Mae will compare the submitted data to the Interest Rate Hedge Agreement. If any discrepancies are noted, Fannie Mae will unlock the “hedge” tab and notify the Lender of corrections that must be made. If no discrepancies are noted, Fannie Mae will change the status from “submitted” to “active” to activate the hedge in MSFMS.

### 306.04 Certification of Structured Transaction Loan Documents (Step 4)

#### 306.04A Credit Facilities

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Following the Lender’s origination of a Mortgage Loan in connection with a Credit Facility, the Lender must deliver all Loan Documents to Fannie Mae’s designated outside counsel for certification, at least 5 Business Days prior to (and not including) the applicable certification date set forth below:

- for MBS Mortgage Loans, the documents must be certified at least 7 Business Days prior to (and not including) the Book-Entry Date; and
- for Cash Mortgage Loans, the documents must be certified at least 5 Business Days prior to (and not including) the date of purchase by Fannie Mae.

Fannie Mae’s designated outside counsel will deliver the final, certified Credit Facility Loan Documents to Fannie Mae. The Lender and the Lender’s counsel must work with Fannie Mae’s outside counsel to ensure that all Credit Facility Loan Documents are complete and properly executed in advance of delivery to Fannie Mae.

306.04B Bulk Deliveries

Following the Lender’s origination of a Mortgage Loan in connection with a Bulk Delivery, the Lender must deliver all Loan Documents to Multifamily Certification and Custody for certification, as specified in Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501: General, at least 5 Business Days prior to (and not including) the applicable certification date set forth below:

- for MBS Mortgage Loans, the documents must be certified at least 7 Business Days prior to (and not including) the Book-Entry Date; and
- for Cash Mortgage Loans, the documents must be certified at least 5 Business Days prior to (and not including) the date of purchase by Fannie Mae.

306.05 Pool and Mortgage Loan Data Submission (Step 5)

After completing Steps 1 through 4 as described above, Multifamily Structured Acquisitions will change the collateral status to “active” in MSFMS and the Lender may then complete Step 5, the submission of pool and Mortgage Loan data.

306.05A MBS Mortgage Loans

1. Data Submission

For each MBS Mortgage Loan in a Structured Transaction, the
Lender must create an MBS Pool in MSFMS no later than 7 Business Days prior to (and not including) the Book-Entry Date of the MBS. Once the MBS Pool is created, the Lender will receive in MSFMS the Fannie Mae Pool Number and the CUSIP number that uniquely identifies the MBS Pool for book-entry purposes.

After the MBS Pool is created, the Lender must complete the necessary fields on the “pool” and the “loan” pages in MSFMS, including the appropriate Plan Number in the case of an ARM Loan. Prior to submitting MBS Pool data, the Lender must address all MSFMS system business rules by “validating” the data which will identify any “errors” or discrepancies between the entered data and the allowable terms. The Lender must submit the MBS Pool data necessary for securitization, via MSFMS, no later than 5:00 p.m. Eastern Time at least 5 Business Days prior to (and not including) the Book-Entry Date.

For MBS Mortgage Loans, the Lender must comply with the provisions of Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General, regarding the first scheduled monthly payment date of the Mortgage Loan.

2. Correcting Data Submissions

If the Lender believes that a discrepancy or “error” message generated by MSFMS is related to a waiver that Fannie Mae has approved or if the Lender believes the data to be correct, instead of changing the system status to “submitted,” the Lender must change the system status to “submit for review,” and provide an explanation of the issue. Multifamily Structured Acquisitions will review the submission, and either override the “error,” or return the MBS data submission to the Lender for correction. If returned to the Lender for correction, the Lender must revise the MBS data accordingly and then change the system status to "submitted."

After the status of the MBS data in MSFMS is “submitted,” if the Lender has made an error or otherwise believes that the submitted data is incorrect, the Lender must submit a request to revise the data in MSFMS via e-mail to Multifamily Structured Acquisitions with the following subject line: "Deal Name - MSFMS Data Change Request."

3. Wiring and Delivery Instructions; Purchase

On the Book-Entry Date, Fannie Mae will issue and deliver the MBS electronically through the Federal Reserve book-entry system in accordance with the wiring instructions provided by the Lender in MSFMS. The wiring instructions cannot be changed in MSFMS after the MBS has been submitted for securitization, so the Lender’s MSFMS submission must include complete and accurate wiring instructions for the Security as well as the correct amount to be wired.

Fannie Mae’s purchase of MBS Mortgage Loans originated in connection with Structured Transactions will be governed by the provisions of Part IV A, Chapter 6: Purchase Procedures, except that the funding
path and timing for MBS Mortgage Loans are as described in Funding Path (Part IV B, Section 306.05.A.4).

4. Funding Path

The Lender may submit wiring instructions in MSFMS for delivery of the MBS via the Federal Reserve book-entry system either to the Lender’s own account or to the account of the Lender’s designee. In a separate transaction (not via MSFMS), the Lender or the Lender’s designee will then deliver the MBS to the MBS Investor, also via the Federal Reserve book-entry system. The Federal Reserve will simultaneously credit the MBS Investor’s account with the MBS, debit the MBS Investor’s account for cash, and credit the MBS proceeds to the Lender.

The Lender may also opt to submit wiring instructions for delivery of the MBS directly to the MBS Investor’s account. In such event, upon receipt of the MBS, the MBS Investor will wire payment to the Lender in accordance with previously agreed terms.

If the transaction is a trade with the Multifamily Trading Desk, Fannie Mae will match the MBS to the trade and will wire the funds directly to the Lender in accordance with previously agreed terms. The MBS will be assigned directly to Fannie Mae on the Book-Entry Date. To arrange for this type of settlement, the Lender must select “CSTD” from the “Special Delivery Instructions” dropdown on the “MBS Pool” page in MSFMS at the time the MBS Pool is delivered.

306.05B Cash Mortgage Loans

1. Data Submission

For Cash Mortgage Loans originated in connection with a Structured Transaction, the Lender must submit the required data in C&D no later than 10:30 a.m. Eastern Time at least 5 Business Days prior to (and not including) the purchase date in accordance with the requirements of Part IV A, Chapter 4: Delivery Procedures – Data, except that:

- Collateral Page: The only data required for a Cash Mortgage Loan is the property data entered at the time of commitment. No additional data needs to be entered on this page at the time of submission of the Mortgage Loan for purchase by Fannie Mae. Instead, the complete property and underwriting data, including the “eRents” submission, is entered into MSFMS.

- Hedge Page: Instead of completing the “hedge” tab in C&D, the Lender must enter hedge data into MSFMS as required in Part IV B, Chapter 3: Structured Transactions, Section 306.03: Interest Rate Hedge (Step 3).

2. Payee Codes; Purchase
In accordance with the requirements set forth in Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General for Cash Mortgage Loans, the Lender must include the Fannie Mae “payee” code associated with the specific Lender account at the receiving institution.

Except as otherwise indicated in this Chapter, Cash Mortgage Loans originated in connection with a Structured Transaction are purchased by Fannie Mae in accordance with the provisions of Part IV A, Chapter 6: Purchase Procedures.

The MSFMS Deal ID, which is entered into both C&D and MSFMS by the Lender, will link the Structured Transaction in the 2 Fannie Mae systems.

Section 307 MBS Disclosure

MBS issued in connection with Structured Transactions require Additional Disclosure using the standard disclosure documents, Additional Disclosure documents, and disclosure generation procedures detailed in Part IV A, Chapter 6: Purchase Procedures, Section 604: Disclosure for MBS Mortgage Loans, with the following modifications.

- MSFMS automatically flags Additional Disclosure for all Structured Transactions, so the Lender does not need to specifically indicate that Additional Disclosure is required.

- After all MBS data has been submitted in MSFMS such that the funding state of the Structured Transaction is either “submitted” or “closed,” the Lender may access the Schedule of Loan Information by selecting “Schedule of Loan Information – Disclosure” from the “Reports” tab menu on MSFMS.

- Fannie Mae Structured Transactions Additional Disclosure will generate the Schedule of Loan Information from MSFMS and send it via e-mail to the Lender for review in advance of the Book-Entry Date.

- The Lender must review the Schedule of Loan Information and either confirm that the information is correct, or provide a revised Schedule of Loan Information with the updated information to Fannie Mae Structured Transactions Additional Disclosure, with a copy to Multifamily Structured Acquisitions and Multifamily Structured Asset Management.

- The Lender’s e-mail response confirming or correcting the Schedule of Loan Information must be received by Fannie Mae no later than 12:00 p.m. Eastern Time 2 Business Days prior to (and not including) the Book-Entry Date.

Section 308 Features
If permitted by the terms of the Structured Transaction Approval and the related Structured Transaction Loan Documents, the collateral activity below may be available for a Structured Transaction. Timing requirements for any collateral activity will be set forth in the Structured Transaction Approval.

A collateral addition, release, and substitution will occur under the initial MSFMS Deal ID and the Lender does not need to create a new transaction in MSFMS. However, all collateral activity, other than releases, must be registered in DUS Gateway.

308.01A Collateral Addition - Add New Collateral to an Existing Structured Transaction

To add a Property as collateral in a Structured Transaction, the Lender must submit a request to the Fannie Mae Deal Team. The Fannie Mae Deal Team will determine whether the conditions to a Property addition set forth in the Structured Transaction Loan Documents have been satisfied. Upon receipt of the Structured Transaction Approval from Fannie Mae approving the addition, the Delivery process for a collateral addition is the same as the Delivery process as described in Part IV B, Chapter 3: Structured Transactions, Section 306: Delivery Procedures for new Structured Transactions. A collateral addition/origination fee may be due under the Structured Transaction Loan Documents, the Structured Transaction Approval, or the MATS Addendum.

308.01B Collateral Release - Request a Release of Collateral from an Existing Structured Transaction

To release a Property from a Structured Transaction, the Lender must submit a request to Multifamily Structured Asset Management pursuant to Part V, Chapter 4: Asset Management: Loan Document Administration, Section 416: Credit Facilities and Bulk Deliveries. Multifamily Structured Asset Management will determine whether the conditions to the release set forth in the Structured Transaction Loan Documents have been satisfied. Upon receipt of the Structured Transaction Approval from Fannie Mae approving the release and the closing of the release, the Lender must change the collateral status in MSFMS to “release requested.” A release fee may be due under the Structured Transaction Loan Documents, the Structured Transaction Approval, or the MATS Addendum. The Lender must remit any applicable release fee within 1 Business Day of closing and releasing the collateral. In the event the Lender needs to change the release date, the Lender must notify Multifamily Structured Asset Management as well as Multifamily Structured Acquisitions.

308.01C Collateral Substitution - Substitute Collateral into an Existing Structured Transaction
A substitution is a combination of a collateral release and a collateral addition. The request for substitution of a Property must be submitted to both the Fannie Mae Deal Team and the Multifamily Structured Asset Management Team as set forth in Part V, Chapter 4: Asset Management: Loan Document Administration, Section 416: Credit Facilities and Bulk Deliveries. Fannie Mae will determine whether the conditions to the substitution as set forth in the Structured Transaction Loan Documents have been satisfied. If approved, the Lender must follow the process for delivering the collateral data described in Part IV B, Chapter 3: Structured Transactions, Section 308.01A: Collateral Addition - Add New Collateral to an Existing Structured Transaction for collateral additions and the provisions of Part IV B, Chapter 3: Structured Transactions, Section 308.01B: Collateral Release - Request a Release of Collateral from an Existing Structured Transaction for the release of existing collateral within MSFMS. In some cases (if provided for in the Structured Transaction Loan Documents), a delayed substitution will be permitted by Fannie Mae whereby, upon the release of collateral, the Lender must post cash, a Letter of Credit or other permitted replacement collateral as set forth in the Structured Transaction Loan Documents until acceptable new collateral is substituted. In any event, the new collateral must be added within 90 days or some other agreed upon timeframe as set forth in the Structured Transaction Approval or the Structured Transaction Loan Documents. A substitution fee (or an addition fee and release fee) may be due in accordance with the Structured Transaction Loan Documents, the Structured Transaction Approval, and/or the MATS Addendum.

308.02 Conversion to Fixed Rate

Certain ARM Loans may be converted to fixed rate Mortgage Loans subject to the provisions of the Structured Transaction Loan Documents, the Structured Transaction Approval, and, for Structured ARM Loans, Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans. The request for the conversion must be submitted to Multifamily Structured Asset Management.

308.03 Borrow-Up Approval and Funding

If permitted under the Structured Transaction Approval and the Structured Transaction Loan Documents, the Borrower may request additional loan proceeds without the addition of additional collateral. In such case, the Lender must submit a request as set forth in Part V, Chapter 4: Asset Management: Loan Document Administration, Section 416: Credit Facilities and Bulk Deliveries. The funding of any additional Mortgage Loan proceeds will follow the process set forth in this Chapter for new Mortgage Loans. An origination fee may be due under the Structured Transaction Loan Documents, the Structured Transaction Approval, or the MATS Addendum.
In addition to the activities noted above, Part V, Chapter 4: Asset Management: Loan Document Administration, Section 416: Credit Facilities and Bulk Deliveries, addresses other asset management decisions and actions that may require the Lender to deliver documents and/or data to Fannie Mae.

Upon approval of those decisions and actions referenced in Part V, Chapter 4: Asset Management: Loan Document Administration, Section 416: Credit Facilities and Bulk Deliveries, the Lender must complete the following asset management actions, as applicable, in order to complete or update the transaction:

- For Delivery of new or modified Structured Transaction Loan Documents, the requirements of Part IV B, Chapter 3: Structured Transactions, Section 306: Delivery Procedures apply;
- For transfers or assumptions, the Lender must submit new deal participant data in accordance with Part IV B, Chapter 3: Structured Transactions, Section 306.01: Deal Participant and Collateral Data Delivery (Step 1);
- For renewal, replacement or modification of an Interest Rate Hedge, the Lender must enter the new data into MSFMS in accordance with Part IV B, Chapter 3: Structured Transactions, Section 306: Delivery Procedures, and the terms and conditions for any such renewal, replacement or modification will be set forth in the Structured Transaction Approval; and
- For any other activities relating to a Structured Transaction, the Lender must follow the terms and conditions set forth in the Structured Transaction Approval, and may contact Multifamily Structured Acquisitions for assistance.
Part V  Servicing and Asset Management

Chapter 1  General Servicing Requirements, and Servicing for Loan Documents and Specialty Products

Section 101  Servicing – General

The Servicer must service Mortgage Loans:

- with regard to Securitized Mortgage Loans, on behalf of Fannie Mae, in Fannie Mae’s corporate capacity and in Fannie Mae’s capacity as Trustee, for the benefit of and in the best interest of the Investor in the Security;
- with regard to Credit Enhancement Mortgage Loans, on behalf of Fannie Mae as the issuer of the Credit Enhancement Instrument; and
- with regard to Cash Mortgage Loans, on behalf of Fannie Mae, in Fannie Mae’s corporate capacity.

The Servicer’s servicing obligations continue until terminated by the terms of the Guide, and the Loan Documents.

The Servicer must always act diligently to protect Fannie Mae’s investment interests in the Mortgage Loans. The Servicer is expected to exercise prudent business judgment in all of its servicing and asset management activities, including those relating to matters for which Fannie Mae has not established specific requirements or standards. While this Part V delegates significant decision-making authority and responsibility to the Servicer, consultation with the Servicer’s Fannie Mae Representative is encouraged whenever matters arise that could materially affect Fannie Mae’s investment interests. All requirements of this Part V are also applicable to any Sub-Servicer of the Mortgage Loan.

Section 102  Servicing Standard

The Servicer must service the Mortgage Loan in accordance with and, in the event of any conflict, in the following order of priority:

- the applicable Loan Documents;
- the Lender Contract;
- the Guide; and
- commercially prudent servicing practices and sound business judgment as would be exercised by prudent institutional mortgage lenders and servicers servicing mortgage loans comparable to the Mortgage Loans in the jurisdictions where
Section 103 Servicing Files

The Servicer must maintain a separate Servicing File for each Mortgage Loan. The Servicing File may be maintained in paper or electronic imaged form so long as all requirements for record retention provided in the Program Rules are met. The Servicing File for each Mortgage Loan must include copies of any document relevant to the Mortgage Loan as provided in Servicing File Content Requirements (Form 4800).

The Servicer must carefully document the actions it takes with respect to each Mortgage Loan in the Servicing File. The Servicing Files will be examined as part of Fannie Mae’s periodic assessment of the Servicer.

Section 104 Loan Document Servicing

For each Mortgage Loan that it services, the Servicer is responsible for monitoring the Borrower’s compliance with the terms and conditions of all Loan Documents, and for taking such actions as are appropriate to facilitate the Borrower’s compliance or address any instance of noncompliance.

In the event of any conflict among the requirements of the Lender Contract, the Guide, or the provisions of any Loan Document, the provisions of the Loan Document shall control.

Section 105 Uniform Commercial Code Financing Statements

105.01 Documentation and Filing Requirements

The Servicer must:

- retain in the Servicing File a file-stamped copy of all applicable UCC financing statements, continuations, renewals, and assignments (UCC-1s and UCC-3s) filed in connection with the Personal Property securing the Mortgage Loan;

- preserve, on a continuous basis, Fannie Mae’s first Lien security interest in the Personal Property by ensuring that all necessary UCC financing statement renewal or continuation statements are filed on a timely basis (i.e., before the date on which any outstanding filing lapses, or by any earlier deadline for filing that may be applicable in the particular jurisdiction); and

- maintain an effective "tickler" system for tracking the UCC financing statement renewal or continuation filing deadlines applicable to all of the Mortgage Loans it services for Fannie Mae.
The Servicer is liable for any losses incurred by Fannie Mae due to the Servicer's failure to effect a timely renewal or continuation of a UCC financing statement.

**Section 106 Administrative Duties Relating to Letters of Credit**

**106.01 Retention in Servicing File**

The Servicer must retain a copy of the executed Letter of Credit, and the associated Achievement Agreement or other Collateral Agreement in its Servicing File. Fannie Mae will hold the original Letter of Credit and any amendments thereto.

**106.02 Submission of Certification**

The Servicer must submit a Letter of Credit Authorization and Certification Form (Form 4664) with any new or replacement Letter of Credit, and must otherwise comply with the provisions of Part I, Chapter 2: Mortgage Loan, Section 204: Letters of Credit.

**106.03 Forwarding New, Replacement or Amended Letters of Credit**

Any new, replacement, or amended Letter of Credit sent to the Servicer rather than to Fannie Mae must be forwarded to Fannie Mae immediately.

**106.04 Verification of Issuer Rating**

While the Letter of Credit is outstanding, the Servicer must monitor the rating of the Letter of Credit issuer as required in Part I, Chapter 2:
Mortgage Loan, Section 204.03: Verifying Issuer Ratings, and notify Multifamily Business Operations whenever the issuer ceases to meet the required rating, regardless of whether the Achievement Agreement or other Collateral Agreement provides issuer rating acceptability or gives Fannie Mae the right to take any action in the event of a rating drop.

106.05 Documenting Rating in Servicing File

Each time the issuer’s rating is verified, the Servicer must document the current rating in its Servicing File.

106.06 When Issuer Rating Fails to Meet Standard

If the Letter of Credit issuer fails to meet the rating standards prescribed by the Achievement Agreement, other Collateral Agreement, or the Guide (if not specified in the Achievement Agreement or other Collateral Agreement), the Servicer must:

- immediately notify Multifamily Business Operations; and
- send written notification to the Borrower to furnish a replacement or confirming Letter of Credit from an acceptably rated institution by the replacement deadline specified in the applicable Achievement Agreement or Collateral Agreement, or if not specified, by the earlier of 30 days after the date of such notice, or 5 Business Days prior to the Letter of Credit’s expiration date.

106.07 Monitoring Expiration Dates

The Servicer must effectively monitor the expiration date of any Letter of Credit to ensure that Fannie Mae receives an acceptable renewal or replacement Letter of Credit by the deadline specified in the Achievement Agreement or other Collateral Agreement, or if not specified, by at least 5 Business Days prior to the Letter of Credit’s expiration date. Failure to provide a substitute or renewal Letter of Credit will result in Fannie Mae’s presentment of a sight draft against the expiring Letter of Credit.

106.08 Draws on the Letter of Credit

The Servicer must promptly notify Multifamily Asset Management and Multifamily Business Operations whenever a draw on a Letter of Credit may be warranted. If Fannie Mae determines that a draw should be made, Fannie Mae will present a sight draft, signed by Fannie Mae (as beneficiary) to the issuer and arrange to have the cash proceeds wired to a designated Fannie Mae account.
106.09 Release/Reduction of Letter of Credit or Other Collateral

Unless requested in connection with the Mortgage Loan being repaid in full, the Servicer is responsible for:

- assessing any Borrower request for a full release or partial reduction of the Letter of Credit or other collateral held by Fannie Mae or the Servicer in accordance with the terms and conditions of the applicable Achievement Agreement or other Collateral Agreement;
- sending a recommended course of action to Multifamily Asset Management; and
- providing written notification to the Borrower of the approval or denial of each request.

106.10 Replacement Letters of Credit

Any replacement Letter of Credit must have an expiration date that is at least 30 days past the expiration of the applicable Achievement Agreement or other Collateral Agreement.

Section 107 Bond Transactions and Credit Enhancement Mortgage Loans

107.01 Borrower Obligations

107.01A Compliance with Reimbursement Agreement or Loan Agreement, and Other Loan Documents

The Servicer must monitor Borrower’s compliance with any Reimbursement Agreement, and the other Loan Documents and Bond Documents. For example, the Servicer must monitor financial information required to be provided by the Borrower or any other Person under the Reimbursement Agreement.

107.01B Payment of Fees

1. Collection from Borrower

In addition to invoicing and collecting from the Borrower the Bond Scheduled Payments (or P&I payment on any Credit Enhancement Mortgage Loan), and other amounts owing, the Servicer is responsible for collecting all payments due from the Borrower in accordance with the terms and conditions of the Reimbursement Agreement, Loan Agreement, and other Loan Documents, including the following:

- reimbursement of all amounts disbursed by Fannie Mae under either:
its Credit Enhancement Instrument or its MBS issued as Credit Enhancement; and

• the Loan Documents evidencing or securing the Credit Enhancement Mortgage Loan or any other Collateral Agreement for the Bonds;

• the Facility Fee and the Activity Fee;

• all amounts required to be paid by Borrower to fully replenish the PRF following any use of funds in the PRF by the Bond Trustee;

• any Prepayment Premium or other Termination Fee payable by the Borrower with the prepayment of a Credit Enhancement Mortgage Loan; and

• any other fees, expenses, or reimbursements required to be made by the Borrower under the Reimbursement Agreement.

2. Calculate Amounts Owing

The Servicer must immediately invoice the Borrower upon receipt from Fannie Mae of the information the Servicer requires to calculate amounts owing from the Borrower under the Reimbursement Agreement or any other Loan Agreement evidencing or securing the Credit Enhancement Mortgage Loan. Upon receipt from the Borrower, the Servicer must remit the funds to the appropriate parties in accordance with the timing and terms of the Reimbursement Agreement or the applicable Loan Document.

3. Notification of Fannie Mae Advanced Funds

Fannie Mae will notify the Servicer on or after each date on which Fannie Mae disburses funds, of the amount disbursed, under any:

• Credit Enhancement Instrument;

• Loan Document evidencing or securing a Credit Enhancement Mortgage Loan or any other Collateral Agreement for Bonds; or

• Credit Enhancement for any Interest Rate Hedge, including any Swap Collateral Agreement, Interest Rate Swap Credit Enhancement Instrument, or Interest Rate Swap Credit Support Annex.

4. Collection from Borrower of Fannie Mae Advanced Funds

The Servicer must collect from the Borrower and immediately remit to Fannie Mae funds equal to:

• the amount provided by Fannie Mae in connection with any Credit Enhancement Mortgage Loan or any Credit Enhancement for an Interest Rate Hedge; and/or
107.01C Other Fees

The Servicer must collect from the Borrower and remit to Fannie Mae:

- any other fees, expenses, or additional costs due from the Borrower to Fannie Mae under each Credit Enhancement Mortgage Loan, each Security Instrument, the Reimbursement Agreement, or any other Loan Document; and
- any other amounts due pursuant to written communication from Fannie Mae or the Bond Trustee.

107.01D Timing of Payments

When the Servicer receives payment from the Borrower with respect to the Reimbursement Agreement, Loan Agreement, or any Loan Document, the Servicer must remit such payment as directed by Fannie Mae.

If payment is not provided to Fannie Mae or the Bond Trustee until the next Business Day, the Servicer must invest the funds overnight and remit all investment earnings to Fannie Mae or the Bond Trustee with the payment; provided, however, that the Servicer is only required to use its best efforts to so invest any payments received after 4:00 p.m. Eastern Time.

107.01E Principal Reserve Fund

For each Credit Enhancement Mortgage Loan, the Servicer must monitor the PRF amount and the Interest Reserve Requirement, if any, under the Bond Indenture.

Notwithstanding any provision in the Reimbursement Agreement, Loan Agreement, or any other Loan Document, no withdrawal from a PRF may be made without the prior written consent of Fannie Mae.

If any withdrawal is made from the PRF, including any reimbursement to Fannie Mae for amounts paid by Fannie Mae under the Credit Enhancement Instrument or Credit Enhancement Mortgage Loan Documents, the Servicer must collect the amount of such withdrawal from the Borrower.
107.02A General

The Servicer must monitor the Borrower's continued compliance with the requirements of the Security Instrument and any other Collateral Agreement.

107.02B Cash Collateral Agreement

Upon request, the Servicer must notify Fannie Mae regarding the status of the investment of the cash collateral posted under any Collateral Agreement. The Servicer must monitor and ensure that any control agreement required to perfect Fannie Mae's security interest in such pledged collateral remains in full force and effect.

107.02C Investment of Collateral

The Servicer must perform reasonable servicing functions, as directed by Fannie Mae, with respect to any Security Agreement. The Servicer acknowledges and agrees, however, that the Servicer has no discretion to direct investment, application, or release of the collateral under any Security Agreement except upon express written authorization and direction from Fannie Mae.

107.02D Monitoring Uniform Commercial Code Filings

The Servicer must monitor and ensure that all UCC filings for Fannie Mae in connection with Loan Documents or related Bond Documents are continued, prior to their expiration, in accordance with the requirements of the jurisdiction in which they are filed.

The Servicer must provide each Bond Trustee with written notice of the need to file continuation statements for all UCC filings for the Bond Trustee for the benefit of Fannie Mae no later than 90 days prior to the expiration of the UCC filings, and must actively, diligently, and persistently seek to obtain confirmation from each Bond Trustee that the requisite continuation statements have been filed prior to the expiration of the UCC filings.

107.03 Remarking Agent Changes

Fannie Mae must approve any change in the Remarking Agent if Fannie Mae is providing Bond Liquidity support for an existing variable rate Bond or for index or reset rate Bonds subject to remarketing on certain scheduled mandatory tender and remarketing dates.

To request approval of a new Remarking Agent, the Lender must submit to Partner Risk Management and Multifamily Asset Management the
following information regarding the proposed Remarketing Agent:

- annual financial statements for the most recent fiscal year;
- description of the operation, knowledge, and experience in public finance and tax-exempt markets, including experience in remarketing variable-rate demand Bonds;
- current weekly variable-rate demand Bond remarketing book, including dollar amount; and
- description of any failed remarketings.

The proposed Remarketing Agent should:

- currently remarket at least $250 million of weekly variable-rate demand Bonds;
- have experience continuously remarketing weekly variable-rate demand Bonds for the past 3 years;
- have a minimum net worth of $5 million; and
- have a minimum broker line of credit sufficient for warehousing $100 million of rated Bonds at any time.
Chapter 2  Reporting and Remitting

Section 201  Generally

This Chapter:

- outlines the accounting policies and procedures that apply to Mortgage Loans;
- applies to both Cash Mortgage Loans and Securitized Mortgage Loans, except where noted that a particular procedure is applicable only to one or the other execution;
- describes the methods for accounting for scheduled monthly payments, payment shortages, additional principal payments, repayments of advances, and payments in full; and
- describes Fannie Mae's remittance requirements, the method for remitting, and the format for reporting Mortgage Loan information on all transactions.

Fannie Mae purchases Mortgage Loans for cash or in exchange for the issuance of a Security. Fannie Mae reserves the right to later place any of the Mortgage Loans purchased for cash into a Security (e.g., PFP MBS). If Fannie Mae securitizes a Mortgage Loan, the Servicer may be required to make certain changes to its reporting and remitting procedures. If such an event occurs and changes to a Servicer's reporting and remitting procedures will be required, Fannie Mae will notify the Servicer in writing.

Fannie Mae reserves the right to modify its Remittance Accounting system and forms to accommodate future changes to its overall systems applicable to Mortgage Loans.

Section 202  Collection, Tracking and Reporting of Monthly P&I Payments and T&I Amounts

The Servicer is responsible for collecting monthly P&I payments from the Borrower in accordance with the terms of the Note executed by the Borrower. All P&I payments and T&I amounts collected by the Servicer in connection with Mortgage Loans must be deposited in the applicable P&I and T&I Custodial Accounts maintained in accordance with the requirements of Part V, Chapter 3: Custodial Account Requirements.

The Servicer must track and account separately for all P&I payment activity relating to each Mortgage Loan. The Servicer must report to Fannie Mae on the P&I payment activity relating to each Mortgage Loan as provided in this Chapter.

Section 203  Reporting Loan Activity and Security Balance
203.01 Use of Fannie Mae eServicing System

The Servicer must use Fannie Mae’s eServicing System to report Mortgage Loan level information on all Cash Mortgage Loans and Securitized Mortgage Loans. The Servicer must register to use the eServicing System prior to use. Information regarding registering for the eServicing System can be found on www.fanniemae.com/multifamily/eservicing. The Servicer must segregate its Cash Mortgage Loan servicing portfolio from its Securitized Mortgage Loan servicing portfolio for reporting purposes.

203.02 Reporting Specific Transactions

All reportable transactions will fall into one or more categories. Some transactions update the status of a Mortgage Loan or summarize collection activity, while others update the information in Fannie Mae’s records (e.g., Property addresses, Servicer Mortgage Loan identification numbers, Mortgage Loan terms, subservicing status, etc.).

203.03 Monthly Activity Reporting

203.03A When to Begin Reporting

The Servicer must use the eServicing System to report its monthly Mortgage Loan activity to Fannie Mae following the end of each Reporting Period, commencing with the month following the:

- date Fannie Mae acquired the Cash Mortgage Loan or PFP Mortgage Loan; or
- Issue Date for Securitized Mortgage Loans (other than PFP MBS).

203.03B Cutoff Dates for Loan Activity Reporting

The following are the cutoff dates for activity reporting on Mortgage Loans:

<table>
<thead>
<tr>
<th>Monthly Activity Cutoff Date</th>
<th>Monthly Activity Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servicer may establish as its cutoff date any day from the 25th of the month to the last day of the month.</td>
<td>Not later than the second Business Day of the month following the cutoff date for the Reporting Period.</td>
</tr>
</tbody>
</table>

203.03C Cash Mortgage Loan – Reporting Remittance Amount

On the last Business Day before the designated Remittance Date, the Servicer must electronically report the remittance amount using the Cash
Remittance System that is to be drafted by Fannie Mae on the Remittance Date. The Servicer may enter drafting information into the Cash Remittance System at any time until 4:00 p.m. Eastern Time, which is the designated cutoff time to enable Fannie Mae to draft the remittances on the next Business Day.

The Servicer may change the information for individual drafts at any time prior to the 4:00 p.m. Eastern Time cutoff time (and the Servicer’s transmission of the information to Fannie Mae). After the remittance information is electronically transmitted to Fannie Mae, the Cash Remittance System will generate a report for the Servicer to confirm Fannie Mae’s receipt of its drafting instructions. Fannie Mae will then draft the related funds on the following Business Day using an automated clearing house. The Servicer will be able to print reports of its drafting activity to facilitate recordkeeping and reconciliation of account information.

### 203.04 Monthly Securitized Mortgage Loan Security Balance Reporting

#### 203.04A Reporting Security Balances

For each Security Pool serviced by the Servicer, the Servicer must submit a monthly Security Balance report that references:

- the Security Balance; and
- the Security Pool number.

#### 203.04B Same Month Pooling – Security Balance for First Reporting Cycle

For Same Month Pooling Mortgage Loans, the Borrower will have made no payment as the monthly debt service payment will not yet have come due. Because the Servicer’s Security Balance report for the month following the Issue Date of the Security Pool under the Same Month Pooling Delivery option will not include an amount for principal curtailment for amortizing Mortgage Loans, the Servicer must report the Issue Date Principal Balance of the Mortgage Loan as the first reporting cycle Security Balance. As long as the Servicer reports the Issue Date Principal Balance of the Securitized Mortgage Loan in its first Security Balance report, there will be no impact on the Pool-to-Security balance reconciliation for that month.

#### 203.04C Security Balances Due by Second Business Day

The Servicer must have transmitted all of its Security Balances (or corrections to balances reported in error) to Fannie Mae by 5:00 p.m. Eastern Time on the second Business Day of each month following the Reporting Period. If the Servicer anticipates a problem in meeting this reporting deadline or has a transmission problem that will result in late reporting, the Servicer must contact its Fannie Mae Representative.
203.04D Failure to Meet Reporting Deadline

If the Servicer fails to meet Fannie Mae’s reporting deadline, Fannie Mae may estimate the Servicer’s Security Balances so Fannie Mae can pass-through payments to Investors and publish Security Balances in a timely manner. When Fannie Mae does this, Fannie Mae’s estimate will be both the published Security Balance, and the beginning Security Balance used for the next month’s Security Balance report. Fannie Mae will send the Servicer written notification of any published estimated Security Balance within 10 days after publication by Fannie Mae.

203.05 Due Dates for Reports

The exact due date of the Servicer’s submission of its reports depends on the type of transaction being reported.

203.05A Removal Transactions

The Servicer must report removal activity (e.g., payoff, repurchase, liquidated-held for sale, and liquidated third-party sale/condemnation) by the second Business Day of the month following the cutoff date for the Reporting Period in which the activity occurred. The Servicer may correct any removal activity reporting error by resubmitting the corrected information in time to reach Fannie Mae by the second Business Day of the month following the Reporting Period. If the Servicer is unable to correct the error, the Servicer must notify its Fannie Mae Representative about the error.

203.05B All Other Transactions

The Servicer must make sure that all other transactions (which are the transactions that comprise the bulk of its reports) are transmitted in sufficient time for receipt by Fannie Mae by the second Business Day of the month following the cutoff date for the Reporting Period.

203.06 Mortgage Loan Activity Record

The Loan Activity Record is used to provide Mortgage Loan-level detail of amounts due to Fannie Mae or the Investor for each Mortgage Loan on the Servicer’s trial balance.

203.06A Payment Collection

Payment collection relates to the receipt and application of the monthly payment. The information that must be reported includes:

- actual last paid installment ("LPI") date;
- actual UPB; and
remittance amount (distributed between P&I).

Under the Same Month Pooling option, the Servicer must not report a principal distribution amount for the first reporting cycle following the Issue Date of the Security Pool because no payment will have come due from the Borrower. For the first reporting cycle, the actual UPB of the Mortgage Loan will equal the Issue Date principal balance, as no principal payment will be subtracted from the Security Balance or passed through to the Investor.

203.06B Fee Collection

Fee collection relates to any special fees that were collected from the Borrower during the Reporting Period.

203.06C Mortgage Loan Status

Mortgage Loan status relates to special actions that have occurred (e.g., a payoff or a repurchase). An action code and an action date (specifying when the reported action occurred or will occur) must be reported. The User Manual for the eServicing System provides detailed information regarding action codes and action dates.

203.07 Reports Generated by Fannie Mae

203.07A MBS Mortgage Loan Reports

On approximately the 10th of the month, the eServicing System provides P&I Draft Amount reports that the Servicer may download or view to verify the amount that will be drafted on the 18th of the month. The reports also include, if applicable, Prepayment Premium amounts that must be passed through to Fannie Mae (which include portions due to Fannie Mae and to the investor).

203.07B Cash Mortgage Loan and MBS Mortgage Loan Reports

After Fannie Mae processes the Servicer’s information in the eServicing System, reports are produced to highlight the reported activity. These reports are designed to assist the Servicer in reconciling the monthly information generated from the eServicing System with its internal records. These reports are available to the Servicer after the 22nd day of each month.

203.08 Monthly MBS Mortgage Loan Reconciliations - Pool-to-Security Balance Reconciliations (Not Applicable to PFP MBS)

203.08A Reconciliation Required
At the end of each Reporting Period, the Servicer must reconcile the actual ending Mortgage Loan balance for the Mortgage Loan in any given Security Pool to the ending Security Balance for that Security Pool. To perform this reconciliation, the Lender must use the following calculation:

<table>
<thead>
<tr>
<th>Function</th>
<th>Ending Principal Balance for the Mortgage Loan in Security Pool (from current month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUS</td>
<td>Prepaid Principal (as of current month)</td>
</tr>
<tr>
<td>MINUS</td>
<td>Delinquent Principal (as of current month)</td>
</tr>
<tr>
<td>MINUS</td>
<td>Scheduled Principal (as of current month)</td>
</tr>
<tr>
<td>PLUS</td>
<td>Principal Portion of Last Installment for Liquidated Mortgage Loan (as of current month)</td>
</tr>
</tbody>
</table>

Adjusted Principal Balance for Security Pool

MINUS Ending Security Balance for Reporting Period

EQUALS Difference

**203.08B** Rounding Adjustment

Because the total amount of the Mortgage Loan that is issued for a Security Pool is rounded down to the next lowest whole dollar amount of the actual “Issue Date Principal Balance of the Mortgage Loan”, the Security Balance will be smaller than the actual UPB of the Mortgage Loan. The difference will never be greater than $0.99 for a single Security Pool. The Servicer must adjust for this difference in the first monthly accounting report it submits after the Issue Date of the Security, classifying it as an “unscheduled” principal adjustment.

**203.08C** Required Annual Adjustment to Correct Principal Balance vs. Security Balance Difference

Other differences may arise in the reconciliation between the UPB of the Mortgage Loan in a Security Pool and the outstanding Security Balance. These differences cannot exceed more than $0.25 for any Mortgage Loan in the Security Pool. At least once a year, the Servicer must make an adjustment to correct any differences.

1. **If Security Balance is Greater than UPB**

   If the Security Balance is higher than the UPB of the Mortgage Loan, the Servicer must immediately deposit the funds in the “scheduled/scheduled” P&I Custodial Account for Security Pools so that the funds can be passed through to Fannie Mae (as an “unscheduled” principal collection) with the Servicer’s next monthly remittance.
2. **If Security Balance is Lower than UPB**

If the Security Balance is lower than the UPB of the Mortgage Loan, the Servicer may adjust a subsequent pass-through amount that includes an “unscheduled” principal collection to correct for this difference.

203.08D **Pool-to-Security Reconciliation Certification**

The eServicing System produces a Pool-to-Security Reconciliation on a monthly basis to assist Servicers with review. Servicers are required to review and certify any pool-to-security difference each month by month end. Differences occur when the MBS pool security balance does not match the sum of the scheduled UPB of the Mortgage Loan. Fannie Mae calculates pool-to-security differences after monthly Mortgage Loan and Security reporting is complete. For each pool with a difference, the Servicer must review the deficiency, research the difference, and determine the appropriate remedy. The Servicer’s certification includes the identification and selection of a deficiency reason, and a statement of how it should be resolved.

**Section 204 Calculation of Interest Due**

204.01 **Generally**

Generally the Borrower’s monthly payment consists of P&I and deposits for insurance, taxes, replacement reserves and replacement hedges or some combination of such items. In some instances, the payment may include additional funds to be applied toward the UPB or to repay funds advanced by the Servicer. The Servicer must account for each portion of the Borrower’s monthly payment in the Servicer's records. The Servicer must track both actual and scheduled Mortgage Loan balances (a.k.a., Security Pool and Security balances) and reconcile any outstanding difference (e.g., the Servicer advances for insufficient Borrower payments).

204.02 **Calculating Interest Due**

The interest calculation method is generally specified in the Loan Documents. Servicers are required to calculate interest due for each Mortgage Loan as required by the Loan Documents. If the Loan Documents do not contain any information regarding the interest calculation method, then Servicers should assume a 30/360 accrual method.

204.02A **Actual/360 Interest Calculation Method**

Interest will accrue based upon the actual number of days in a calendar month and a 360-day year.

204.02B **30/360 Interest Calculation Method**
Interest will accrue based upon a 30-day month and a 360-day year.

Section 205 ARM Mortgage Loan Interest Rate and Monthly Payment Changes

205.01 Adjustable Rate Mortgage Loan Interest Rate Changes and Required Monthly Payments

The Servicer must enforce each Mortgage Loan in accordance with the terms of the executed Loan Documents. This includes making periodic interest rate and payment adjustments in connection with any type of Adjustable Rate Mortgage Loans. The Servicer must change the Mortgage Loan interest rate and monthly payments to the fullest extent permitted or required, maintaining at all times the Mortgage Loan margin specified in the executed ARM Note. Factors used to determine the new interest rate for ARM Mortgage Loans include:

- the Index on which the rate is to be based;
- the “look back” period;
- any applicable interest rate change limitations; and
- the Mortgage Loan margin.

If the Servicer fails to make a timely interest rate or payment adjustment, the Servicer must use its own funds to satisfy any shortage.

205.01A The Adjustable Rate Mortgage Loan Index

The Servicer must determine the Index on which the rate is to be based as specified in the Loan Documents. To assist the Servicer in monitoring indexes, Fannie Mae offers an ARM Index service through its website on www.fanniemae.com/multifamily. The Servicer must establish procedures to monitor the Index to assure that the Servicer uses the latest available Index to determine an interest rate change.

205.01B Determining the New Monthly Payment

Except for Fannie Mae Structured ARM Loans, a Required Monthly Payment change occurs at established intervals and corresponds to any change in the interest rate. The new monthly payment is calculated by determining the amount required to repay the UPB of the Mortgage Loan in substantially equal payments over the remaining amortization period of the Mortgage Loan at the interest rate in effect following the latest interest rate change utilizing the applicable Interest Calculation Method. If the Mortgage Loan is an interest-only Mortgage Loan, the new monthly payment is the monthly interest payment at the interest rate in effect following the latest
interest rate change utilizing the applicable Interest Calculation Method. The new Required Monthly Payment becomes effective on the first day of the month following the month in which the interest Rate Change Date occurs.

### Monthly Reporting for ARM Payment/Rate Changes

Prior to the effective date of the Monthly Payment/Rate Change the Servicer must submit a Monthly Payment/Rate Change via the eServicing System. For assistance with rate and/or payment changes, the Servicer must contact its Fannie Mae Representative.

In order for Fannie Mae to account for ARM Mortgage Loans on its books, Fannie Mae must receive the Monthly Payment/Rate Change on a timely basis.

### Structured ARM Loans

Structured ARM Mortgage Loans using ARM Plan Numbers 03487 and 03488 are subject to the same reporting and remittance requirements as other ARM Mortgage Loans except for the differences described in this section.

The interest rate for Structured ARM Loans will be determined based on either the 1-month or 3-month LIBOR Index using a 1-Business Day look-back period in accordance with the requirements of the applicable Structured ARM Plan Number. The applicable interest rate will be determined by adding the Mortgage Loan margin specified in the Note to the applicable Index value. No periodic or lifetime interest rate limitations apply to this computation.

Rate Changes for 1-month LIBOR Index Structured ARM Mortgage Loans (Plan No. 03488) will occur on the First Payment Date and the first day of each month thereafter until maturity as specified in the Note. Rate Changes for 3-month LIBOR Index Structured ARM Mortgage Loans (Plan No. 03487) will occur on the first day of the month which is the second month following the First Payment Date and the first day of every third month thereafter until maturity as specified in the Note.

The First Payment Date will be the first day of the second full calendar month following the Mortgage Loan closing date as specified in the Note or, if the closing date is the first day of the month, the First Payment Date will be the first day of the month following the closing date. For example, if the Mortgage Loan closes on June 15th, the First Payment Date is on August 1st and if the Mortgage Loan closes on June 1st, the First Payment Date is on July 1st.

A Required Monthly Payment change occurs at established intervals and corresponds to any change in the interest rate, the number of days in an accrual period, or the UPB of the Mortgage Loan.

If the Mortgage Loan amortizes, the Required Monthly Payment is
the sum of the monthly interest installment and the monthly principal installment. The monthly interest installment is calculated by multiplying the UPB of the Mortgage Loan by the interest rate in effect following the latest interest rate change utilizing an Actual/360 interest accrual method. Equal monthly principal installments will be made over the term of the Mortgage Loan in the amount set forth in the Structured ARM Note.

If the Structured ARM Loan is an interest-only Mortgage Loan, the Required Monthly Payment is the monthly interest payment which is calculated by multiplying the UPB of the Mortgage Loan by the interest rate in effect following the latest interest rate change utilizing an Actual/360 interest accrual method as set forth in the Structured ARM Note.

For 1-month LIBOR Index Structured ARM Mortgage Loans (Plan No. 03488), the new Required Monthly Payment becomes effective on the first day of the month following the month in which the Rate Change Date occurs.

For 3-month LIBOR Index Structured ARM Mortgage Loans (Plan No. 03487), a new Required Monthly Payment becomes effective on the first day of each month following any change in the interest rate or if the number of days in an accrual period is different from the prior month, as set forth in the Structured ARM Note.

**Section 206** Application of Monthly Payments

**206.01 Fannie Mae Form Loan Documents**

For Mortgage Loans originated using Fannie Mae published Note forms, the Servicer must apply monthly payments received from the Borrower as follows:

<table>
<thead>
<tr>
<th>Loan Document Version</th>
<th>Application of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-1988 Form Loan Documents using Rider to Multifamily Instrument (Form 4059, 4/88)</td>
<td>Servicer must apply monthly payments received from the Borrower in the following order:</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>• first, to impositions due under Uniform Covenant 2 of the Security Agreement, including deposits for T&amp;I, and deposits due under a Collateral Agreement (e.g., Replacement Reserve);  • then, to interest at the Gross Note Rate;  • then, to principal;  • then, to interest on any Servicing and Delinquency Advances made by the Servicer;  • then, to principal on any Servicing and Delinquency Advances made by the Servicer;  • then, to late charges and other funds due the Servicer; and  • finally, to interest at the default interest rate.</td>
<td></td>
</tr>
<tr>
<td>The interest portion of the fixed installment must be determined by computing 30 days interest on the outstanding principal balance as of the last paid installment date. For this calculation, always use the Gross Note Rate for the Mortgage Loan or the default interest rate, as applicable.</td>
<td></td>
</tr>
</tbody>
</table>
### Post-1988 and Pre-1998 Loan Documents using Rider to Multifamily Instrument (Form 4058, 6/93 or Form 4059, 5/93) (the "New Document Loans")

and

### Post-1998 Loan Documents, unless otherwise instructed by Fannie Mae

Servicer must apply monthly payments received from the Borrower in the following order:

- first, to any delinquent interest (other than interest attributable to the default interest rate);
- then, to any delinquent principal;
- then, to interest for the current month at the Gross Note Rate;
- then, to principal for the current month;
- then, to reimburse the Servicer or Fannie Mae for any T&I payments;
- then, to reimburse the Servicer or Fannie Mae for any delinquency resolution costs, attorney fees, Appraisal fees, environmental assessment costs, or PCA costs;
- then, to reimburse the Servicer or Fannie Mae for any payments to protect the Property;
- then, to late charges;
- then, to default interest;
- then, to T&I Custodial Account deposits;
- and
- finally, to Collateral Agreement Custodial Account deposits.

### 206.02 Non-Fannie Mae Form Loan Documents

For Mortgage Loans not originated using Fannie Mae published Note forms, the Servicer must apply monthly payments received from the Borrower as required by the relevant Loan Documents. If the Loans Documents do not provide for the order of application of monthly payments, then the Servicer must follow the requirements for the Fannie Mae Post-1998 Loan Documents as provided in Part V, Chapter 2: Reporting and Remitting, Section 206.01: Fannie Mae Form Loan Documents.

### Section 207 Payment Shortages

When payments received from the Borrower are less than the total amount then due under the Mortgage Loan (including P&I and T&I, but may also include required deposits to the Replacement Reserve or other monies due as required in the Loan Documents), the Mortgage Loan is in default.
and the Servicer must follow the default procedures specified in Part V, Chapter 7: Non-Performing Mortgage Loans.

The Servicer may not supplement partial payments received from the Borrower with funds from any Collateral Agreement Custodial Account without Fannie Mae's prior written consent.

Section 208  Delinquency and Servicing Advances

208.01  Generally

208.01A  Applicability

This Section 208 shall apply to all loans purchased by Fannie Mae (i) under the DUS product line and (ii) under any contracts entered into after June 1, 2012, unless any such contract provides that this Section 208 shall not apply to such contract.

208.01B  Delinquency Advances on a Mortgage Loan other than a Credit Enhancement Mortgage Loan

Whether or not the Borrower pays to the Lender the full amount due under a Mortgage Loan (other than a Credit Enhancement Mortgage Loan), the Lender will remit to Fannie Mae Delinquency Advances in an amount equal to all monthly P&I installments then owed under each Mortgage Loan, net of Servicing Fees, in the manner and at the time the Lender is required to make remittances under the Guide or the Lender’s Contract. The Lender’s agreement to make Delinquency Advances in respect of a Mortgage Loan constitutes a separate contractual obligation of the Lender to Fannie Mae and is not a guaranty or surety of any obligation of the related Borrower. The Lender’s obligation to fund Delinquency Advances, except in the case of Secondary Risk Mortgage Loans, is not intended to require advances of the principal balance due on the scheduled or accelerated maturity date for payment in full of a Mortgage Loan. The Lender’s obligation to fund Delinquency Advances with respect to Secondary Risk Mortgage Loans shall include the obligation to fund the principal balance due on the scheduled or accelerated maturity date for payment in full of a Mortgage Loan.

208.01C  Delinquency Advances on a Credit Enhancement Mortgage Loan

Whether or not the Borrower pays to the Lender the full amount due on a Credit Enhancement Mortgage Loan, and whether such amounts are payable under the Financing Agreement, the Note, the Reimbursement Agreement or other transaction documents, the Lender shall make Delinquency Advances in amounts as follows, each in the amount as required to be made under the Financing Agreement, the Note, the Reimbursement Agreement or other applicable transaction document, net of
any Servicing Fee otherwise payable to the Lender:

- interest payments as required by the definition of Delinquency Advances, net of Servicing Fees;
- monthly installments of principal owed on the Credit Enhancement Mortgage Loan, or, if the transaction documents of the Credit Enhancement Mortgage Loan require the Borrower to make deposits to a PRF in lieu of amortizing the principal of the Credit Enhancement Mortgage Loan in whole or in part, deposit in a special custodial account meeting the requirements of the Guide ("Special Custodial Account") any amounts that the Borrower was obligated under the Note, the Reimbursement Agreement or other applicable transaction document to pay as deposits to the PRF and transfer such funds in the Special Custodial Account to the applicable Bond Trustee at such time as the funds are required for a mandatory payment of P&I under the Bonds;
- the annual or other periodic fee of the Issuer as a continuing fee for the issuance of the Bonds and the provision of the financing for the Property;
- the annual or other periodic continuing trust administration fee of the Bond Trustee;
- the annual or other periodic continuing fee of the rebate analyst, if any, for its rebate calculation services;
- the annual or other periodic continuing fee of the remarketing agent, if any, for its remarketing services;
- the Credit Enhancement Fee;
- if the transaction documents of the Credit Enhancement Mortgage Loan require the Borrower to make deposits to a PRF in lieu of amortizing the principal of the Credit Enhancement Mortgage Loan in whole or in part, the PRF Fee; and
- if the Credit Enhancement Instrument contains a liquidity facility for the Bonds, the Liquidity Fee.

The Lender shall make such advances to the party, in the manner and at the time the Lender is required to make such remittances under the Guide. The Lender’s agreement to make Delinquency Advances in respect of a Credit Enhancement Mortgage Loan constitutes a separate contractual obligation of the Lender to Fannie Mae and is not a guaranty or surety of any obligation of the related Borrower.

208.01D Servicing Advances on a Mortgage Loan other than a Credit Enhancement Mortgage Loan

Whether or not Borrower makes payments to the Lender, the
Lender shall make Servicing Advances as and when such amounts constituting Servicing Advances are required to be paid.

208.01E Servicing Advances on a Credit Enhancement Mortgage Loan

Whether or not the Borrower makes payments to the Lender, the Lender shall make Servicing Advances on a Credit Enhancement Mortgage Loan as and when such amounts constituting Servicing Advances are required to be paid. For each Credit Enhancement Mortgage Loan, Servicing Advances shall include, in addition to those items set out in the definition of Servicing Advances, all fees, costs and expenses, whether recurring or non-periodic, not covered by a Delinquency Advance but necessary, as determined by Fannie Mae, to preserve or protect the Bonds or to exercise any legal or equitable remedies under the Bond Indenture, the Bonds or any of the other transaction documents (other than the Loan Documents).

208.02 Duration of Payment of Delinquency Advances or Servicing Advances

208.02A Obligation to Make Delinquency Advances

Unless the Lender’s Contract expressly provides otherwise, the Lender must make Delinquency Advances until the earliest of:

- the Lender’s purchase of the Mortgage Loan from Fannie Mae;
- the date on which Borrower cures the Mortgage Loan default;
- the date on which the Lender makes the fourth of four continuous months of Delinquency Advances;
- the Asset Valuation Date established in accordance with Section 6.02 of the Loss Sharing Addendum; or
- the date on which the Borrower pays off the Mortgage Loan.

Notwithstanding the foregoing, (i) for Securitized Mortgage Loans, the Lender must make Delinquency Advances to Fannie Mae as long as the Mortgage Loan is held by the trust established in connection with such securitization, and (ii) for Credit Enhancement Mortgage Loans, the Lender must make Delinquency Advances to Fannie Mae as long as the Bonds are outstanding. However, in either case, Lender will receive reimbursement for such Delinquency Advances upon request as required by Part V, Chapter 2: Reporting and Remitting, Section 208.02C: Reimbursement for Delinquency and Servicing Advances following the date on which Lender makes the fourth of four consecutive months of Delinquency Advances or, if earlier, immediately following the Maturity Date of the Mortgage Loan and, thereafter, the Lender will receive reimbursement for each Delinquency Advance upon request. If the Lender believes that Delinquency Advances with respect to a Mortgage Loan are no longer required to be made pursuant
to this Section 208.02, the Lender shall notify Fannie Mae, in writing, and upon written confirmation by Fannie Mae that it concurs that no further Delinquency Advances are required, the Lender shall cease making Delinquency Advances with respect to such Mortgage Loan.

208.02B Obligation to Make Servicing Advances

Unless the Lender’s Contract expressly provides otherwise, the Lender must make Servicing Advances until the earliest of:

- the Lender’s purchase of the Mortgage Loan from Fannie Mae;
- the date on which the Borrower cures the Mortgage Loan default;
- the Asset Valuation Date related to a Foreclosure Event, a sale of the Property directed by a court of competent jurisdiction, a Discounted Loan Payoff, or Note Sale; or
- the date on which the Borrower pays off the Mortgage Loan.

The Lender shall not be required to make Servicing Advances to fund escrows or custodial accounts for taxes, assessments, and insurance premiums or to make payments to the accounts established for the Mortgage Loan; provided, however, that the Lender must apply any partial payments (including any Net Cash Flow from the Property that, under applicable state law, is then available for use by Fannie Mae) in the manner specified in the Loan Documents and the Guide.

208.02C Reimbursement for Delinquency and Servicing Advances

Upon the expiration of the Lender’s obligation to make Delinquency Advances as provided above or, with respect to any Securitized Mortgage Loan, following the date on which the Lender makes the fourth of four consecutive months of Delinquency Advances, the Lender may, by written notice to Fannie Mae submitted on Fannie Mae Form 4828, together with any supporting documentation required by Fannie Mae, request reimbursement for any and all Delinquency Advances made by the Lender with respect to the Mortgage Loan.

Upon making a Servicing Advance with respect to a Mortgage Loan, Lender may, by written notice to Fannie Mae submitted on Fannie Mae Form 4829, together with any supporting documentation required by Fannie Mae, request reimbursement for such Servicing Advance.

Fannie Mae shall reimburse the Lender for such Delinquency Advances and Servicing Advances within 60 days following Fannie Mae’s receipt and approval of the Lender’s written request.

This Section 208.02.C shall not apply to Delinquency Advances or Servicing Advances made by the Lender with respect to any Non-Performing
Mortgage Loan with a Last Paid Installment prior to March 1, 2012.

**208.03 Repayment of Servicing Advances from Borrower**

Unless otherwise directed in writing by Fannie Mae, the Lender must seek restitution of any Servicing Advances from the Borrower. For this repayment, the Lender may require the Borrower to make full restitution on the next occurring Mortgage Loan payment due date or may permit the Borrower to make restitution payments over several months. Amounts due from the Borrower for which a Servicing Advance was made may include default interest on the Servicing Advances as permitted in the Loan Documents. Interest must be calculated from and including the date the Servicing Advance is made to but excluding the date the repayment is received. If the Lender permits restitution over several months, such restitution payments will not be included in any required calculation of DSCR.

If the Lender has been reimbursed by Fannie Mae for any Servicing Advances and receives restitution of such Servicing Advances from the Borrower, the Lender shall promptly remit such amounts to Fannie Mae.

**208.04 No Capitalization of Servicing Advances for Securitized Mortgage Loans**

For the purpose of calculating monthly distributions to the Security certificate holders or other investors, Servicing Advances will not be added to the scheduled principal balance of the related Mortgage Loan, even though the terms of the Mortgage Loan may permit increases to the outstanding principal balance of the Mortgage Loan for such advances and may permit Fannie Mae or the Lender, as applicable, to pursue recovery of those advances from the Borrower. Servicing Advances do not reduce or modify the Borrower’s obligation under the Loan Documents.

**208.05 Entitlement to Default Interest**

Between Fannie Mae and the Lender, unless the Lender’s Contract expressly provides otherwise, so long as the Lender is obligated to make or has made Delinquency Advances as provided in Part V, Chapter 2: Reporting and Remitting, Section 208.02A: Obligation to Make Delinquency Advances, the Lender is entitled to retain 50 percent of the default interest collected from or on behalf of the Borrower. The other 50 percent of such default interest, to the extent collected from or on behalf of the Borrower, is remitted to and retained by Fannie Mae. Notwithstanding anything in this Section 208.05 to the contrary, with respect to any Non-Performing Mortgage Loan with a Last Paid Installment prior to March 1, 2012, if the Lender is obligated to make Delinquency Advances then the Lender is entitled to all default interest collected from or on behalf of the Borrower with respect to such Mortgage Loan. If the Lender is not obligated
to make any Delinquency Advances on a Non-Performing Mortgage Loan, all default interest shall be remitted to and retained by Fannie Mae. Without regard to whether the Lender is making Delinquency Advances, Fannie Mae is always entitled to the interest that accrues at the stated interest rate on the Mortgage Loan net of the Lender’s Servicing Fee.

Section 209 Remittance Procedures

The Servicer must remit to Fannie Mae collections and other amounts due by the specified Remittance Date established for each product type.

209.01 Definitions

For purposes of this Section, the following terms shall have the definitions set forth below.

209.01A Interest Distribution Amount

For each Mortgage Loan, the interest portion, adjusted to the Pass-Through Rate of the monthly installment (without regard as to whether such amount was collected), due on the first day of the month in which a Remittance Date occurs or which becomes due at any time during the preceding month except the first day thereof.

209.01B Principal Distribution Amount

For each Mortgage Loan, the total of (1) the principal portion of the monthly installment due during the period beginning on the second day of the month preceding the month in which a Remittance Date occurs and ending on the first day of the month in which a Remittance Date occurs, without regard as to whether such amount was collected, and (2) any unscheduled principal recovery collected on a Mortgage Loan during the month preceding the month in which a Remittance Date occurs.

209.01C Monthly Remittance

The total of the Interest Distribution Amount and Principal Distribution Amount to be remitted to Fannie Mae on each Remittance Date.

209.01D Remittance Dates

The Remittance Date is the date the Servicer is to make its monthly remittance to Fannie Mae for each Mortgage Loan.

209.02 Monthly P&I Remittance Dates for Cash and MBS Transactions

Monthly P&I remittances are due on the following designated
Remittance Dates unless other dates are provided for in the Lender’s Contract:

<table>
<thead>
<tr>
<th>Mortgage Loan Type</th>
<th>Monthly P&amp;I Remittance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Cash Fixed Rate, ARM and PFP MBS Mortgage Loans, except as noted below</td>
<td>18th calendar day of each month (or preceding Business Day if the 18th calendar day is not a Business Day).</td>
</tr>
<tr>
<td>ARM Mortgage Loans (including ARM Mortgage Loans that are backing a PFP MBS) purchased for Cash on or after May 25, 2000</td>
<td>11th calendar day of each month (or preceding Business Day if the 11th calendar day is not a Business Day).</td>
</tr>
<tr>
<td>Cash Structured ARM Mortgage Loans (including Structured ARM Mortgage Loans that are backing a PFP MBS)</td>
<td>1st calendar day of each month (or preceding Business Day if the 1st calendar day is not a Business Day). The Structured ARM Note will obligate the Borrower to make its payment to the Servicer two (2) Business Days prior to the 1st calendar day of each month in order to provide sufficient time to the Servicer to receive and process this payment.</td>
</tr>
<tr>
<td>Securitized Mortgage Loans and MBS Structured ARM Mortgage Loans</td>
<td>18th calendar day (or preceding Business Day if the 18th calendar day is not a Business Day) of the month following the month in which the Security is issued and the 18th calendar day of each month thereafter, up to and including the month in which the Security Balance drops to zero. For example, if the Mortgage Loan Maturity Date is November 1, and the scheduled balloon payment due on that date reduces the Security Balance to zero, the last Security monthly remittance would be due on November 18 (not December 18).</td>
</tr>
</tbody>
</table>

#### 209.03 Remittance Dates for Cash Mortgage Loan Payoffs

For Cash Mortgage Loans, the Servicer must transmit (remit) funds through the Cash Remittance System on the next Business Day following receipt of any of the following Mortgage Loan payoff transactions:
- Full prepayments (payoff of the Mortgage Loan prior to the scheduled maturing date);
- Partial prepayments; or
- Prepayment Premiums.

### 209.04 Use of Cash Remittance System and Requirements

To designate a drafting arrangement for a Custodial Account under the Cash Remittance System, the Servicer must make the appropriate arrangements through its custodial bank(s). When those arrangements have been made, the Servicer must use the Cash Remittance System to electronically transmit information about the drafting arrangement to Fannie Mae via www.fanniemae.com. The Servicer must transmit the appropriate information and submit Authorization for Automatic Transfer of Funds (Form 1055) to Fannie Mae at least ten (10) days before the date on which the Servicer will first need to transmit remittance information for funds that are in the new account.

### 209.05 Cash Mortgage Loans – Transmitting the Remittance

#### 209.05A Use of Cash Remittance System

Depending on the type of Mortgage Loan, the Servicer must remit funds through the Cash Remittance System on the Business Day immediately prior to the applicable Remittance Date.

#### 209.05B Required Date for Commencement of Remittance

Remitting funds for any Cash Mortgage Loan must commence with the month following the month Fannie Mae acquired the Mortgage Loan unless the Mortgage Loan was originated during the month in which it was purchased by Fannie Mae, in which case the first monthly remittance will commence the second month following the month Fannie Mae acquired the Mortgage Loan.

#### 209.05C Remittance Transaction Codes

The Cash Remittance System relies on remittance type codes to identify the product and execution for which the Servicer is remitting funds. The remittance type codes related to P&I and special remittances are linked to the specific drafting account that the Servicer has identified for the applicable product and execution. The Servicer can be linked to only one drafting account whether that account is the P&I Custodial Account for the applicable product and execution serviced under each unique nine-digit Servicer number or the consolidated drafting account. The Servicer must ensure that its drafting instructions (specifically the assignment of remittance...
type codes) to individual accounts are coordinated with the internal processing of funds within its organization.

The Servicer must assure that its transmissions to Fannie Mae include all of the detail necessary for transmission. This will facilitate better identification of the transactions and ensure timely and accurate processing.

209.06 Securitized Mortgage Loans – Drafting the Remittance – Funds Drafted under Automated Drafting System (Not Applicable to PFP MBS)

The Servicer must make the funds representing the Security monthly remittance available for drafting under the Automated Drafting System. To establish a drafting arrangement for a custodial account under the Automated Drafting System (or to change an existing arrangement), the Servicer must void a check from the designated account and enter its nine-digit Fannie Mae identification number in the space where the authorized signature would normally appear. The Servicer must then send the voided check and an executed Multifamily Authorization for Automatic Transfer of Funds (Form 1055) for each drafting arrangement to its custodial bank(s). At the same time, the Servicer must send copies of both the voided check and Form 1055 to Fannie Mae.

When the Servicer remits funds related to Pooled Securitized Mortgage Loans through the Automated Drafting System, it must make the funds available for a single draft, regardless of the number of Security Pools it services. The amount of the draft will be the sum of the P&I (calculated at the Security pass-through rate) distributions for that month.

209.07 Additional Requirements for Monthly Remittance for Security Transactions

209.07A Amount of Security Monthly Remittance

The Security monthly remittance is the total of the Security Interest Distribution and Security Principal Distribution Amounts. For each month, the Security monthly remittance must include the scheduled principal payment due on the first day of that month plus a full month’s interest (calculated at the Security Pass-Through Rate) due in arrears for the previous month. It also may include unscheduled prepayments of principal.

The Servicer is required to pass through to Fannie Mae in each Security monthly remittance, the full scheduled amounts of P&I, regardless of whether such amounts actually have been collected from the Borrower. A full month’s interest (calculated at the Security Pass-Through Rate) must be included in each Security monthly remittance, regardless of whether there has been any partial or full prepayment during the month.

209.07B Security Interest Distribution Amount

The Security Interest Distribution Amount due is based on the
Security Balance remaining after application of the scheduled Mortgage Loan payment due on the first of the previous month. For example, the Security Interest Distribution Amount due on November 18 would be based on the Security Balance remaining after application of the scheduled Mortgage Loan payment due on October 1 (not November 1).

### 209.08 Securitized Mortgage Loans – Remitting Fees to Fannie Mae

#### 209.08A Guaranty Fee Due on 7th Calendar Day of Month

To compensate Fannie Mae for the liability it assumes in issuing the Security, Fannie Mae receives a Guaranty Fee. The Guaranty Fee is an obligation of the Servicer and must be paid in arrears on the 7th calendar day, or the preceding Business Day if the 7th calendar day is not a Business Day, of each month, even if there is no collection on the Mortgage Loan or the Mortgage Loan reaches its Maturity Date during the month. Payment of the Guaranty Fee begins with the month following the month in which the Security is issued. Fannie Mae will draft the Guaranty Fee from the Servicer’s applicable designated P&I Custodial Accounts for Securitized Mortgage Loans.

The Guaranty Fee amount due Fannie Mae in any month is equal to either (a) for 30/360 interest accrual Mortgage Loans, one-twelfth of the annual Guaranty Fee rate times the Security Balance remaining after application of the scheduled Mortgage Loan principal payment due on the first day of the previous month, or (b) for Actual/360 interest accrual Mortgage Loans, the annual Guaranty Fee rate divided by 360 times the number of days occurring in the month immediately preceding the Guaranty Fee payment date times the Security Balance remaining after application of the scheduled Mortgage Loan principal payment due on the first day of the previous month. For example, for Securitized Mortgage Loans the Guaranty Fee amount due to Fannie Mae on November 7 is calculated on the Security Balance remaining after application of the scheduled Mortgage Loan principal payment due on October 1.

#### 209.08B Guaranty Fee Remittance

The monthly Guaranty Fee must be remitted as long as the Security is outstanding, even if there is no collection activity on the Mortgage Loan.

The Servicer must make funds available for the Guaranty Fee draft on the 7th calendar day of the month, or the preceding Business Day if the 7th is not a Business Day.

Under this process, Fannie Mae will send an electronic notice (or “bill”) on the 2nd or 3rd calendar day of each month. The draft notice will show the amount due for the Guaranty Fees. When the Servicer receives the transmission, the Servicer must review the draft notice for accuracy. If
discrepancies are identified, the Servicer must contact Fannie Mae by the 5th calendar day of the month to provide details on the amount and nature of the discrepancy. Fannie Mae will then review its records to validate the discrepancy and make any necessary adjustments to the Guaranty Fee bill. On the 7th calendar day of the month, Fannie Mae will draft the Guaranty Fees from the Servicer’s designated P&I Custodial Account for Securitized Mortgage Loans. If the 7th calendar day is not a Business Day, the draft will take place on the preceding Business Day.

209.08C Same Month Pooling – Interest and Guaranty Fee Remittance for First Reporting Cycle

The Servicer's first remittance to Fannie Mae for a Mortgage Loan submitted under the Same Month Pooling delivery option is an "interest-only" remittance because the Borrower will not have made the first payment. Accordingly, because the Borrower will not be required to send a monthly payment to the Servicer under Same Month Pooling until the month following the date the Servicer's first remittance is due to Fannie Mae, the Servicer will have to use some of its own funds to remit the interest that is "scheduled" to be passed through to Fannie Mae for the Mortgage Loan in that month and to make the first required Guaranty Fee remittance. The interest remittance will represent one month's full interest, and will be equal to the Issue Date principal balance of the Mortgage Loan times either (a) for 30/360 interest accrual Mortgage Loans, one-twelfth of the annual Pass-Through Rate of the Security, or (b) for Actual/360 interest accrual Mortgage Loans, the annual Pass-Through Rate of the Security divided by 360 times the number of days occurring in the month of issuance of the Security. The Guaranty Fee payment will represent one month's full Guaranty Fee, and be calculated as provided in Part V, Chapter 2: Reporting and Remitting, Section 209.08A: Guaranty Fee Due on 7th Calendar Day of Month based on Issue Date principal balance of the Mortgage Loan.

Fannie Mae will not reimburse the Servicer for its interest or Guaranty Fee remittance. However, the Servicer must:

- receive a partial month's interest based on the Note Rate from the Borrower at closing (from the date of closing through the end of the month), and
- receive interest based on the Pass-Through Rate from the purchaser of the Security (from the first day of the month in which the Security is issued to the Book-Entry Delivery Date) as part of the sales proceeds for the Security.

209.09 Notification to Fannie Mae if Unable to Have Funds Available on any Remittance Date

If, for any reason, the Servicer cannot make funds available for
drafting on the Business Day prior to the designated Remittance Date, it
must immediately notify Fannie Mae by calling the Servicer’s Fannie Mae
Representative. The Servicer must describe to Fannie Mae all
circumstances and conditions that prevent the monthly remittance from
being made on time.

**Section 210**  
**Full Prepayments**

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<tr>
<th>210.01</th>
<th>Review of Applicable Loan Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>When the Servicer receives a Borrower’s notification of intent to prepay the Mortgage Loan, it must examine the specific Note (including any applicable addendum, exhibit, modification, or amendment) and Security Instrument (and any applicable rider, exhibit, modification or amendment) to determine whether prepayment of the Mortgage Loan is permitted and, if so, under what conditions. The prepayment provisions of the actual Mortgage Loan Documents govern in each case.</td>
</tr>
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<td>Notice and Timing Consistent with Loan Documents</td>
</tr>
<tr>
<td></td>
<td>The Borrower’s proposed prepayment date and the timing of its advance notification of its intent to prepay must be consistent with the provisions of the Loan Documents.</td>
</tr>
<tr>
<td>210.02B</td>
<td>Borrower Notice Must Contain Date of Intended Prepayment and Comply with Notice Requirements of the Loan Documents</td>
</tr>
<tr>
<td></td>
<td>The Servicer must obtain from the Borrower the date on which the Borrower will prepay the Mortgage Loan. The Borrower must give the Servicer advance notice of its intent to make a full prepayment as required by the Loan Documents.</td>
</tr>
<tr>
<td>210.02C</td>
<td>Loan Document Requirements for Payoff and Lockout Dates</td>
</tr>
<tr>
<td></td>
<td>If a Fannie Mae form Multifamily Note evidences the Mortgage Loan, a prepayment may be made only on the last Business Day before a scheduled Mortgage Loan payment date. Non-Fannie Mae form Notes may not contain the same requirement. Some Notes may contain lockout provisions that prohibit full prepayment for a specified period of time. The Servicer must not permit a payoff that does not comply with the requirements contained in the Loan Document.</td>
</tr>
<tr>
<td>210.02D</td>
<td>Notice to Fannie Mae of Proposed Payoff; Use of Fannie Mae Payoff Calculator</td>
</tr>
<tr>
<td></td>
<td>The Servicer must notify Fannie Mae, in writing or through the Fannie Mae Payoff Calculator, upon receiving notice from the Borrower of a</td>
</tr>
</tbody>
</table>
planned prepayment. Notice of the planned prepayment must be received by Fannie Mae not later than 10 Business Days prior to the contemplated payoff date. The Fannie Mae Payoff Calculator may only be used when the Fannie Mae form Multifamily Note evidences the Mortgage Loan.

### 210.03 Timing of Confirmation of the Full Prepayment Payoff Amount

The Servicer must ensure that the payoff figure quoted to the Borrower is correct. Accordingly, before the Servicer advises the Borrower of the full prepayment payoff amount, the Servicer must confirm such amount with Fannie Mae. The Servicer's request for confirmation of the full prepayment payoff amount must be submitted to Fannie Mae at least 10 Business Days before the scheduled prepayment date. At least 5 Business Days prior to the scheduled prepayment date, the Servicer must provide the Borrower written confirmation of the amount required to pay off the Mortgage Loan in full.

### 210.04 Full Prepayment for Cash Transactions and PFP MBS

#### 210.04A Confirming the Full Prepayment Payoff Amount

1. **Calculating the Full Prepayment Payoff Amount**

To obtain Fannie Mae's confirmation of the full prepayment payoff amount, the Servicer must either submit a written statement detailing all amounts that it believes will be due and payable by the Borrower on the prepayment date or submit the information through the Payoff Calculator, including:

- the UPB of the Mortgage Loan (as of the prepayment date);
- all accrued and to-be accrued interest, broken down into the net interest portion due to Fannie Mae (calculated at the Pass-Through Rate) and the portion to be retained by the Servicer as a Servicing Fee, calculated as if the payoff is occurring on the last day of the month in which the prepayment is occurring;
- any unpaid late fees, if applicable;
- any Prepayment Premium that is due in connection with the full prepayment, broken down into the portions due to Fannie Mae and the Servicer, respectively; and
- any other amounts due under the Note, Security Instrument, or any other Mortgage Loan Document, including, if applicable, any unpaid fee due under any Collateral Agreement.

2. **Fannie Mae Will Not Confirm Nor Is Responsible for Amounts Owing to Servicer**

Fannie Mae is not responsible for confirming any amounts owed to
the Servicer at the time of the prepayment (e.g., any administrative fees due for services performed by the Servicer under a Collateral Agreement); however, the Servicer's payoff statement must clearly denote any such amounts so that Fannie Mae can distinguish them from amounts due exclusively to Fannie Mae. The Servicer is solely responsible for ensuring that any payoff quote given to the Borrower includes any amounts that are owed exclusively to the Servicer, as Fannie Mae will not reimburse the Servicer for such amounts from any of the funds that the Borrower remits to cover the amounts confirmed as being due to Fannie Mae.

3. Fannie Mae Confirmation of Full Prepayment Payoff Amount for Primary Risk Mortgage Loans

Fannie Mae will review the Servicer's figures and contact the Servicer to reconcile any discrepancies. Upon completion of its review and any necessary reconciliation, Fannie Mae will respond in writing to the Servicer's verification request. In its response, Fannie Mae will confirm the total payoff amount due to Fannie Mae, as well as the individual items comprising such total amount, including:

- the UPB of the Mortgage Loan;
- the net accrued interest due Fannie Mae;
- any applicable Prepayment Premium (broken down into the portions due to Fannie Mae and the Servicer); and
- any previously unpaid fees or other amounts owed to Fannie Mae.

Fannie Mae will provide any pertinent instructions for completing the prepayment payoff process, including any specific instructions that the Servicer must include in its payoff quote to the Borrower.

4. No Quote to Borrower until Fannie Mae Confirmation for Primary Risk Mortgage Loans

To ensure that the Borrower is quoted the correct payoff amount, including any applicable accrued interest, Prepayment Premium, late fees, or other amounts that might be owed under the terms of the Note, the Security Instrument, or the other Mortgage Loan Documents, the Servicer must not quote a final payoff amount to the Borrower without first obtaining Fannie Mae's confirmation of the accuracy of the Servicer's figures.

5. Fannie Mae Confirmation of Full Prepayment Payoff Amount for Secondary Risk Mortgage Loans

Unless the Lender’s Contract provides otherwise, Fannie Mae will not review the Servicer's payoff calculation for Secondary Risk Mortgage Loans. The Servicer is solely responsible for ensuring that any payoff quote given to the Borrower includes all amounts that are owed to Fannie Mae and to the Servicer.
6. Servicer Liability

Whether confirmed by Fannie Mae through the Payoff Calculator or the payoff calculation is performed by the Servicer, the Servicer is required to collect all amounts owing by the Borrower on a Mortgage Loan payoff. If Fannie Mae determines that Servicer has provided the Borrower incorrect information because of an error in the calculation of the payoff quote, the Servicer will be responsible for any shortfall and must remit all amounts due to Fannie Mae whether or not it has collected such amounts from the Borrower.

210.04B Reporting Full Prepayment Payoff Amount

1. Full Prepayment Payoff Amount Received on First Business Day of Month

Notwithstanding anything to the contrary above, any full prepayment of a Mortgage Loan from or on behalf of a Borrower that is received by the Servicer on the first Business Day of a month will be deemed received in the prior calendar month for purposes of reporting and remitting such full prepayment.

2. Full Prepayment Reported through the eServicing System Due By 2nd Day of Month

The full prepayment must then be reported electronically to Fannie Mae through the eServicing System. The report of the full payment must be transmitted in time to reach Fannie Mae by the 2nd calendar day of the month following the month of prepayment.

210.04C Remitting Full Prepayment Payoff Amount

1. Using Pass-Through Rate to Calculate Remittance to Fannie Mae

The Servicer must use the Pass-Through Rate to calculate its P&I remittance to Fannie Mae. After collecting payoff proceeds, calculated in the manner described above at the Gross Note Rate, the Servicer must subtract its Servicing Fee, calculated using a per diem rate based on the interest accrual method provided for in the Loan Documents.

2. Remittance Due on Next Business Day

Once the payoff amount is confirmed, the proceeds from a payment in full, including the Prepayment Premium (when required pursuant to the terms of the Note, as modified by any Addendum), must be remitted to Fannie Mae via the Cash Remittance System on the next Business Day following the day on which the prepayment proceeds are received. This means that the Servicer must enter drafting information into the Cash Remittance System by 4:00 p.m. Eastern Time, on the day on which the prepayment proceeds are received.
210.05A Confirming the Full Prepayment Payoff Amount

1. Calculating the Full Prepayment Payoff Amount

To obtain Fannie Mae’s confirmation of the final payoff amount for a Securitized Mortgage Loan, the Servicer must submit a statement, detailing:

- All amounts that it has determined will be due and payable by the Borrower on the prepayment date, including:
  - the UPB of the loan (as of the prepayment date);
  - all accrued and to-be accrued interest, broken down into the net interest portion due to Fannie Mae (calculated at the Pass-Through Rate) and the portion to be retained by the Servicer as a Servicing Fee, calculated as if the payoff is occurring on the last day of the month in which the prepayment is occurring;
  - any unpaid late fees, if applicable;
  - any Prepayment Premium, if any, that is due in connection with the full prepayment specifying the respective portions due Fannie Mae, the Security certificate holder and Servicer; and
  - any other amounts due under the Note, Security Instrument, or any other Loan Document, including, if applicable, any unpaid fee due under any Collateral Agreement.

- All amounts that will be due and payable to Fannie Mae by the Servicer on the 18th of the month following the month of prepayment, including:
  - the UPB of the loan;
  - a full month's accrued interest, calculated at the MBS Pass-Through Rate;
  - any applicable Prepayment Premium broken down into the portions due to the MBS investor, the Servicer, and Fannie Mae calculated in accordance with the Guide; and
  - any previously unpaid fees or other amounts owed to Fannie Mae.

2. Fannie Mae Will Not Confirm Nor Is Responsible for Amounts Owing to Servicer

Fannie Mae is not responsible for confirming any amounts owed to the Servicer at the time of the prepayment (e.g., any administrative fees due
for services performed by the Servicer under a Collateral Agreement); however, the Servicer's payoff statement must clearly denote any such amounts so that Fannie Mae can distinguish them from amounts due exclusively to Fannie Mae, and the MBS investor, if applicable.

3. **Fannie Mae Confirmation of Full Prepayment Payoff Amount for Primary Risk Mortgage Loans**

   Fannie Mae will review the Servicer's figures and contact the Servicer to reconcile any discrepancies for Primary Risk Mortgage Loans. Upon completion of its review and any necessary reconciliation, Fannie Mae will respond (in writing) to the Servicer's verification request. In its response, Fannie Mae will confirm the total payoff amount due to the Servicer from the Borrower, and will also separately confirm the amounts due to Fannie Mae from the Servicer, as well as individual items comprising such total amounts, including:

   - the UPB of the Mortgage Loan; and
   - accrued interest due:
     - to the Servicer from the Borrower;
     - a full month's accrued interest due Fannie Mae;
   - any applicable Prepayment Premium (broken down into the portions due to Fannie Mae, the Servicer, and the MBS investor); and
   - any previously unpaid fees or other amounts owed to Fannie Mae.

4. **No Quote to Borrower Until Fannie Mae Confirmation for Primary Risk Mortgage Loans**

   To ensure that the Borrower is quoted the correct payoff amount, including any applicable accrued interest, Prepayment Premium, late fees, or other amounts that might be owed under the terms of the Note, the Security Instrument, or the other Mortgage Loan Documents, the Servicer must not quote a final payoff amount to the Borrower without first obtaining Fannie Mae's confirmation of the accuracy of the Servicer's figures.

5. **Fannie Mae Confirmation of Full Prepayment Payoff Amount for Secondary Risk Mortgage Loans**

   Fannie Mae will not review the Servicer's payoff calculation for Secondary Risk Mortgage Loans. The Servicer is solely responsible for ensuring that any payoff quote given to the Borrower includes all amounts that are owed to Fannie Mae and to the Servicer.

6. **Servicer Liability**

   Whether confirmed by Fannie Mae through the Payoff Calculator or the payoff calculation is performed by the Servicer, the Servicer is required
to collect all amounts owing by the Borrower on a Mortgage Loan payoff. If Fannie Mae determines that Servicer has provided the Borrower incorrect information because it quotes a final payoff amount to the Borrower prior to Fannie Mae confirmation or has erred in its calculation of the payoff quote where Fannie Mae confirmation is not provided, the Servicer will be responsible for any shortfall and must remit all amounts due to Fannie Mae whether it has collected such amounts from the Borrower.

210.05B  Reporting Full Prepayment Payoff Amount

1. Security Reporting

By the second Business Day of the month following the month of prepayment, the Servicer must report the amount of the Prepayment Premium collected to Fannie Mae via the eServicing System in accordance with the reporting requirements provided in this Chapter.

2. Mortgage Loan Reporting Requirements

The Servicer must report the prepayment amount, including any applicable Prepayment Premium, to Fannie Mae by the second Business Day of the month following the month in which the prepayment occurs in accordance with the reporting requirements provided in this Chapter.

210.05C  Remitting Full Prepayment Payoff Amount

1. Using Pass-Through Rate to Calculate Remittance to Fannie Mae

Under MBS, the Servicer must remit a full month's accrued interest (calculated at the MBS Pass-Through Rate) for each month that the MBS is outstanding, even if a full or partial prepayment occurs during that month. Any shortfall between the interest collected from the Borrower and the full month's interest that is due to Fannie Mae must be deposited in the Servicer's MBS P&I Custodial Account from the Servicer's own funds and remitted to Fannie Mae. The Servicer must also remit a full month's Guaranty Fee for each month that the MBS is outstanding, even if a full or partial prepayment occurs during that month.

2. Remittance Due on 18th Calendar Day

The Servicer must remit the prepayment amount due Fannie Mae on the 18th calendar day of the month (or the preceding Business Day if the 18th is not a Business Day) following the month in which the payoff occurs in accordance with remittance requirements contained in this Chapter.

Section 211  Partial Prepayments Not From Insurance or Condemnation Proceeds

211.01  Partial Prepayments Generally Prohibited
Partial prepayment of the outstanding balance of any Mortgage Loan is prohibited unless explicitly permitted in the Mortgage Loan Documents. Under certain circumstances, to the extent permitted in the Mortgage Loan Documents, the proceeds of a Letter of Credit held pursuant to an Achievement Agreement or deposits held under a Replacement Reserve Schedule or other Collateral Agreement may be applied as a partial prepayment of the Mortgage Loan.

### 211.02 Partial Prepayment Procedures

#### 211.02A Servicer’s Analysis of Loan Documents

Any request from the Borrower for permission to make a partial prepayment must be forwarded to the Servicer’s Fannie Mae Representative, along with the Servicer’s analysis and recommendation. The Servicer must carefully examine the Mortgage Loan Documents to determine if partial prepayments are permitted and, if so, under what conditions and whether a Prepayment Premium is required. The Servicer’s analysis of the request must include information about:

- the event or condition precipitating the prepayment request;
- the amount of principal that would be prepaid;
- the estimated Prepayment Premium, if any, that would be due in connection with the partial prepayment;
- any proposed recasting of the Mortgage Loan or other modification of the repayment terms; and
- the proposed timing of the prepayment.

#### 211.02B Fannie Mae Approval Required for Partial Prepayments

Unless the Loan Documents expressly permit partial prepayments, Fannie Mae’s approval is required before any partial prepayment is made. If the Servicer’s Fannie Mae Representative agrees to allow or requires a partial prepayment to be made, it will advise the Servicer in writing of any specific conditions that will apply to such partial prepayment. Such specific conditions may include:

- when and how the prepayment must occur;
- whether a Prepayment Premium must be paid; and
- whether the Mortgage Loan repayment terms will be altered and, if so, how the Mortgage Loan Documents would have to be modified to reflect such alterations, etc.

Any decision to modify the Mortgage Loan repayment terms in connection with the partial prepayment will be made by Fannie Mae, in its sole and absolute discretion.
211.02C Prepayment Premium Due on Partial Prepayment

When a Prepayment Premium is required in connection with any partial prepayment, the Prepayment Premium is assessed on the amount of principal being prepaid and not on the outstanding UPB of the Mortgage Loan calculated and verified in the same manner as is required for full prepayments.

211.02D Reporting and Remitting Partial Prepayments When Not Permitted in Loan Documents

Partial prepayments must be reported in the same manner as is required for full prepayments. When Fannie Mae’s approval is received, the proceeds representing the partial prepayment, including the Prepayment Premium (when required pursuant to the terms of the Loan Documents), must be remitted to Fannie Mae in the same manner and timeframe as required for full prepayments.

211.02E Reporting and Remitting Partial Prepayments When Permitted in Loan Documents

Fannie Mae approval is not required when the Loan Documents permit partial prepayments. Any such partial prepayments must be reported and remitted to Fannie Mae in the same manner and timeframe as is required for monthly remittances.

Section 212 Prepayments (Full or Partial) Involving Insurance Proceeds or Condemnation Awards

212.01 Partial Prepayments Generally Permitted

Partial prepayment of the Mortgage Loan is generally permitted for the application of the proceeds of an insurance claim or a condemnation award. Servicer must follow the requirements contained in the Loan Documents in connection with any such partial prepayment.

212.02 No Prepayment Premium Required

The Borrower is not required to pay a Prepayment Premium in connection with any prepayment that occurs as a result of the application to the Mortgage Loan of insurance proceeds or condemnation award proceeds, regardless of when during the Mortgage Loan term such prepayment occurs.

212.03 Reporting and Remitting Partial Prepayments

The proceeds representing the partial prepayment must be reported and remitted to Fannie Mae in the same manner and timeframe as
**Section 213 Prepayment Premium Sharing**

**213.01 General**

The Lender Contract governs over the requirements of the Guide if it specifies whether the Lender or Servicer is entitled to retain a portion of any Prepayment Premium paid by the Borrower. If the Lender Contract provides that the Lender or Servicer is entitled to retain a portion of the Prepayment Premium, then the Servicer must calculate the applicable share of the Prepayment Premium owed to the Lender or Servicer, and remit to Fannie Mae that portion of the Prepayment Premium owed to Fannie Mae or the Investor. If the Lender Contract provides that the Lender or Servicer is not entitled to retain a portion of the Prepayment Premium, then the entire Prepayment Premium must be remitted to Fannie Mae.

If the Lender Contract does not specify whether the Lender or Servicer is entitled to retain a portion of any Prepayment Premium, then the Servicer is entitled to retain a portion of any Prepayment Premium only as provided below.

The Servicer must always remit the portion of the Prepayment Premium due to the Investor and to Fannie Mae with the final Mortgage Loan payment via ACH using the Multifamily Authorization for Automatic Transfer of Funds (**Form 1055**), retaining the balance of the Prepayment Premium due the Servicer as provided above. Upon receipt, Fannie Mae will pass through the portion of the Prepayment Premium due to the Investor.

**213.02 Yield Maintenance Prepayment Premiums – Prepayment Occurs Before the Yield Maintenance Period End Date**

**213.02A Calculation of Total Prepayment Premium**

For any prepayment that occurs before the Yield Maintenance Period End Date, the Servicer must first determine the total Prepayment Premium owing by the Borrower in accordance with the Loan Documents. The Loan Documents generally require the Borrower to pay a Prepayment Premium equal to the greater of (i) 1% of the UPB (the “Minimum 1% Prepayment Premium”), or (ii) yield maintenance.

**213.02B Calculation of Investor’s Share of Total Prepayment Premium for a Securitized Mortgage Loan**

Fannie Mae does not guaranty payment of any portion of the Prepayment Premium to the Investor. The Investor only receives a share of any Prepayment Premium actually received from the Borrower. For a Securitized Mortgage Loan, the Servicer must calculate the Investor’s share
of the total Prepayment Premium. The Investor’s portion is equal to the total Prepayment Premium multiplied by a ratio equal to: Pass-Through Rate / Gross Note Rate.

213.02C Calculation of Fannie Mae’s Share of Total Prepayment Premium

For both Securitized Mortgage Loans and Cash Mortgage Loans, the Servicer must calculate Fannie Mae’s share of the total Prepayment Premium. If the Prepayment Premium is greater than the Minimum 1% Prepayment Premium, the difference between the total Prepayment Premium and the portion due to the Investor will be shared between Fannie Mae and the Servicer. Fannie Mae’s share of the total Prepayment Premium is equal to the total Prepayment Premium multiplied by a ratio equal to: Guaranty Fee Rate / Gross Note Rate.

If the total Prepayment Premium is equal to the Minimum 1% Prepayment Premium, the entire portion of the Prepayment Premium remaining after any Investor portion has been determined will be due to Fannie Mae and no portion will be due the Servicer.

213.02D Calculation of Servicer’s Share of Total Prepayment Premium

The Servicer is only entitled to retain a portion of the Prepayment Premium if the Prepayment Premium exceeds the Minimum 1% Prepayment Premium. The Servicer’s share of the total Prepayment Premium will be equal to the total Prepayment Premium multiplied by a ratio equal to: Servicing Fee Rate / Gross Note Rate.

213.03 Yield Maintenance Prepayment Premiums – Prepayment Occurs On or After the Yield Maintenance Period End Date

213.03A Prepayment On or After Yield Maintenance Period End Date

The Loan Documents may provide that any full prepayment that occurs on or after the Yield Maintenance Period End Date but before a date specified in the Loan Documents (typically the last calendar day of the fourth month prior to the month in which the Maturity Date occurs), must be accompanied by a Prepayment Premium equal to a stated amount (usually 1% of the UPB of the Mortgage Loan). Neither the Investor nor the Servicer is entitled to any portion of any Prepayment Premium paid on or after the Yield Maintenance Period End Date. The entire Prepayment Premium must be remitted to Fannie Mae.

213.03B Prepayment During Open Period

The Loan Documents may provide that the Borrower is not required to pay any Prepayment Premium in connection with a full prepayment made on or after a date specified in the Loan Documents.
(typically the last calendar day of the fourth month prior to the month in which the Maturity Date occurs).

213.04 Fixed Rate Mortgage Loans with Graduated Prepayment Premiums

For fixed rate Mortgage Loans where the Loan Documents require a graduated Prepayment Premium, the Servicer is not entitled to retain any portion of the Prepayment Premium. The entire Prepayment Premium must be remitted to Fannie Mae.

213.05 Prepayment Premiums for ARM Loans and Structured ARM Loans

Unless the prepayment of an ARM Loan that used Prepayment Option 1 or Prepayment Option 2, or of a Structured ARM Loan is the result of a casualty or condemnation, any prepayment made before a date specified in the Loan Documents (typically the last calendar day of the fourth month prior to the month in which the Maturity Date occurs) must include a Prepayment Premium that will be shared between Fannie Mae and the Servicer. The Investor is not entitled to receive any portion of the Prepayment Premium for either an ARM Loan or a Structured ARM Loan. In each case, Fannie Mae’s share will be a percentage determined by the following formula:

\[
\text{Guaranty Fee} \quad \left(\frac{\text{Guaranty Fee} + \text{Servicing Fee}}{\text{Guaranty Fee} + \text{Servicing Fee}}\right)
\]

For example, if the Guaranty Fee is 62.5 basis points and if the Servicing Fee is 45 basis points, then Fannie Mae’s share will be:

\[
62.5 \quad \text{or} \quad 58.14%.
\]

The Servicer must remit the portion of the Prepayment Premium due Fannie Mae with the final Mortgage Loan payment. The Servicer may retain the balance of the Prepayment Premium.

No Prepayment Premium is due in connection with an ARM Loan with a conversion option or with a Structured ARM Loan that is converting to a fixed rate Mortgage Loan.

213.06 Prepayment Premium Waivers; Servicer’s Share of Prepayment Premium

The Servicer may not waive any portion of the Prepayment Premium due and owing under the Loan Documents, except as provided in Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives, Section 203: Choice Refinance Loans –
Origination Fees and Prepayment Premiums in connection with a Choice Refinance Loan.

No portion of the Servicer's share of the Prepayment Premium may be:

- waived by the Lender;
- used as a rebate to the Borrower, or any party related to the Borrower, for any purpose; or
- used for the payment of any expenses related to any loan used to refinance the Mortgage Loan.

### Section 214  
Maturing Mortgage Loans/Payoffs

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<th>214.01</th>
<th>Balloon Mortgage Loans</th>
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Fannie Mae expects any Borrower with a Balloon Mortgage Loan to refinance or otherwise pay off the Mortgage Loan in full on (or before) the scheduled Maturity Date. Failure to pay off the Mortgage Loan in full on (or before) the scheduled Maturity Date is a default and puts the Borrower at risk that Fannie Mae will exercise any available remedy under the Security Instrument and the other Loan Documents. Whenever a Borrower fails to pay off a Balloon Mortgage Loan on its Maturity Date, the Servicer must notify its Fannie Mae Representative of such failure as soon as possible, and must report the balloon payment default on the Multifamily Delinquency System®. Any acceptance of a payoff amount occurring after the Balloon Mortgage Loan’s stated Maturity Date must be approved by Fannie Mae.

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<tr>
<th>214.02</th>
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At least 5 days prior to the scheduled Maturity Date of the Mortgage Loan, the Servicer must advise the Borrower in writing of the amount required to pay off the Mortgage Loan in full. The Servicer must ensure that the payoff figure quoted to the Borrower is correct.

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<th>214.03</th>
<th>Calculating and Obtaining Confirmation of Payoff Amount</th>
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<th>214.03A</th>
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The Servicer's request for verification of the final payoff amount must be submitted to Fannie Mae at least 10 days before the scheduled Maturity Date. To obtain Fannie Mae’s confirmation of the final payoff amount, the Servicer must submit a statement, detailing all amounts that it believes will be due and payable by the Borrower on the payoff date, including:

- the UPB of the Mortgage Loan (as of the payoff date);
accrued interest, up to the payoff date, broken down into the net interest portion due to Fannie Mae (calculated at the Pass-Through Rate) and the portion to be retained by the Servicer as a Servicing Fee;

- any unpaid late fees, if applicable; and

- any other amounts due under the Note, Security Instrument, or any other Mortgage Loan Document, including, if applicable, any unpaid fee due under any Collateral Agreement.

### 214.03B Fannie Mae Will Not Confirm Nor Is Responsible for Amounts Owing to Servicer

Fannie Mae is not responsible for confirming any amounts owed to the Servicer at the time of the payoff (e.g., any administrative fees due for services performed by the Servicer under a Collateral Agreement); however, the Servicer's payoff statement must clearly denote any such amounts so that Fannie Mae can distinguish them from amounts due exclusively to Fannie Mae. The Servicer is solely responsible for ensuring that any payoff quote given to the Borrower includes any amounts that are owed exclusively to the Servicer, as Fannie Mae will not reimburse the Servicer for such amounts from any of the funds that the Borrower remits to cover the amounts confirmed as being due to Fannie Mae.

### 214.03C Fannie Mae Confirmation of Full Payoff Amount

Fannie Mae will review the Servicer's figures and contact the Servicer to reconcile any discrepancies. Upon completion of its review and any necessary reconciliation, Fannie Mae will respond (in writing) to the Servicer's verification request. In its response, Fannie Mae will confirm the total payoff amount due to Fannie Mae, as well as the individual items comprising such total amount, including:

- the UPB of the Mortgage Loan;
- the net accrued interest due Fannie Mae;
- any applicable Prepayment Premium; and
- any previously unpaid fees or other amounts owed to Fannie Mae.

Fannie Mae also will provide any pertinent instructions for completing the payoff process, including any specific instructions that the Servicer must pass along to the Borrower with the payoff quote.

### 214.03D No Quote to Borrower Until Fannie Mae Confirmation

To ensure that the Borrower is quoted the correct payoff amount, including any applicable accrued interest, Prepayment Premium, late fees, or other amounts that might be owed under the terms of the Note, the Security
Instrument, or the other Mortgage Loan Documents, the Servicer must not quote a final payoff amount to the Borrower without first obtaining Fannie Mae's confirmation of the accuracy of the Servicer's figures.

214.04 Reporting the Payoff and Remitting the Payoff Funds

214.04A Reporting Full Payoff Amount Through the eServicing System Due By 2nd Business Day of Month

The full payoff must be reported electronically to Fannie Mae through the eServicing System. The report of the full payment must be transmitted in time to reach Fannie Mae by the 2nd Business Day of the month following the month of payoff.

214.04B Remitting Full Payoff Amount

1. Using Pass-Through Rate to Calculate Remittance to Fannie Mae

The Servicer must use the Pass-Through Rate to calculate its P&I remittance to Fannie Mae. After collecting payoff proceeds, calculated in the manner described above at the Gross Note Rate, the Servicer must subtract its Servicing Fee, calculated using a per diem rate based on a 360-day year.

2. Remittance Due on Next Business Day for Cash Mortgage Loans or Next Remittance Cycle for Securitized Mortgage Loans

After the payoff amount is confirmed, the proceeds from a payment in full, including any applicable Prepayment Premium (when required pursuant to the terms of the Note), must be remitted via the Fannie Mae Cash Remittance System:

- for Cash Mortgage Loans, on the next Business Day following the day on which the prepayment proceeds are received and the Servicer must enter drafting information into the Cash Remittance System by 4:00 p.m. Eastern Time, on the day on which the payoff proceeds are received; or
- for Securitized Mortgage Loans, the Servicer must follow the reporting and remitting procedures for monthly installment reporting and remitting.

Section 215 Post-Payoff Actions

215.01 Servicer Required Actions

215.01A General

To facilitate the return of release documents from Fannie Mae, at all times the Servicer must maintain on file with Fannie Mae a master file
copy of the Custody Document Transmittal (Form 276) completed with the following information:

- the Lender’s nine digit Servicer number;
- “MASTER FORM” entered for the Fannie Mae Loan Number;
- “Payoff” checked as the liquidation reason; and
- the Lender’s mailing address.

The completed form must be sent to Multifamily Master Servicing. If the mailing information for the Lender changes at any time, the Lender must update the master file copy of the Custody Document Transmittal (Form 276) with Fannie Mae.

215.01B Individual Mortgage Loan Releases

For each Mortgage Loan, upon receipt of the payoff funds from the Borrower, the Servicer must:

- refund to the Borrower any T&I escrow funds and any Replacement Reserve funds still held by the Servicer in connection with the Mortgage Loan (must be accomplished within 30 days of the payoff); and
- send the following to Fannie Mae:
  - if the release documents are to be sent to a different mailing address than that listed on the master file copy of the Custody Document Transmittal (Form 276) with Fannie Mae, a transaction-specific Custody Document Transmittal (Form 276), requesting Fannie Mae to return the original Note and indicating the different address to which the release documents for that specific Mortgage Loan should be sent;
  - for all recorded Loan Documents (e.g., Security Instrument) that require a release, the appropriate release document for the state in which the Property is located; and
  - a request to Multifamily Servicing to release any additional collateral still held by Fannie Mae in connection with the Mortgage Loan.

Fannie Mae will execute the necessary releases, and return them, along with the original Note (appropriately marked or stamped to evidence full satisfaction), to the Servicer. The Servicer must return the Note to the Borrower, file the appropriate UCC termination forms and arrange to have the release documents recorded. Fannie Mae will be responsible for returning any applicable Achievement Letter of Credit to the issuer for cancellation.
215.02 Post Payoff Document Retention Requirements

Following its return to the Servicer of the Note and the releases for all recorded Loan Documents, Fannie Mae will forward its file for the Mortgage Loan to the Servicer. The Servicer must retain the entire Mortgage Loan Servicing File for 7 years after a Mortgage Loan payoff.

Section 216 DUS Bond Credit Enhancement Transactions – Reporting and Remitting Requirements

The requirements of this Section are applicable to Bond Credit Enhancement Transactions only and the Servicer’s reporting, collection, and remitting of prepayments must be done in accordance with the procedures described below.

216.01 Monthly Bond Credit Enhancement Reporting

For reporting purposes, the Servicer must segregate its DUS Bond Credit Enhancement portfolio into 2 groups:

- DUS Bond Credit Enhancement by Credit Enhancement Instrument and Collateral Agreement; or
- DUS Bond Credit Enhancement by a Security.

The Servicer must electronically submit a Credit Enhancement Activity Report (Form 4090) using the Credit Enhancement Servicing and Investor Reporting System (CESIR) for each DUS Bond Credit Enhancement Mortgage Loan and Bond each month. The date that the Credit Enhancement Activity Report is due is dependent on whether the Mortgage Loan’s monthly P&I payments are due on the first of the month or on the 15th of the month.

The Servicer must register to use CESIR prior to use. Information regarding registering for CESIR can be found on www.fanniemae.com/multifamily/cesir.

For most DUS Bond Credit Enhancements, the monthly reporting rule is applied as follows:

- If the Mortgage Loan payments are due on the first of the month, the report is due on the fourth calendar day of the month or the next Business Day if the fourth calendar day of the month is not a Business Day; or
- If the Mortgage Loan payments are due on the 15th day of the month, the report is due on the 15th calendar day of the same month or the next Business Day if such day is not a Business Day.
The monthly report must include:

- all scheduled Mortgage Loan payments to be made by the Borrower whether or not such payments are actually made by the Borrower; and

- bond redemptions reported by the Bond Trustee for the current calendar month.

### 216.02 Monthly Remittance Procedures

#### 216.02A Monthly Remittances of Scheduled Payments to Bond Trustee

Monthly remittances to the Bond Trustee depend on the execution type for the transaction and applicable transaction requirements.

1. **Standby Execution**

   For Standby executions, the Servicer must pay the Scheduled Payments (net of the Facility Fee) to the Bond Trustee. The Servicer must make the payment to the Bond Trustee by wire transfer of same day funds on or before the 5th Bond Business Day before the day on which the bond payment is due to be made by the Bond Trustee to the bondholders. Bond Business Day is determined under the Bond Indenture for each separate Bond transaction.

2. **Direct Pay Execution**

   For direct pay executions, the Servicer must perform the following:

   a. The Servicer must pay to the Bond Trustee, by wire transfer of same day funds on the Bond Payment Date, the following components of the Scheduled Payment:

      1. the PRF deposit;

      2. the periodic fees payable to the Issuer, Bond Trustee, Rebate Analyst, any Compliance Monitor, Remarketing Agent and Tender Agent and any other similar person; and

      3. any other requirement, as specified in the Reimbursement Agreement.

   b. The Servicer must remit the following components of the Scheduled Payment to Fannie Mae in reimbursement of any related Advance under the credit enhancement as provided in this Section:

      1. the interest component; and

      2. any principal component which is to amortize immediately the Mortgage Loan and is not to be deposited into the PRF.

   c. For Direct Pay Weekly Variable Rate transactions where
the Borrower is obligated to make its payments 2 Business Days prior to the 15th of each month and the bondholders must be paid on the 15th of each month, the Servicer must make its payments by wire transfer of same day funds on the 1st or 15th calendar day of each month. Other requirements may apply, as specified in the Reimbursement Agreement.

216.02B Replenishment of Withdrawals from the PRF

If the Borrower pays the Servicer any amount to replenish a withdrawal from the PRF, the Servicer shall pay such amount to the Bond Trustee not later than 2:00 p.m. Eastern Time, no later than the Business Day immediately after receipt of such monies from the Borrower.

216.02C Collection and Remittance of Borrower Reimbursement Obligations for Fannie Mae Advances

The Servicer must pay the following amounts to Fannie Mae:

1. The interest component of the Scheduled Payment and principal component of the Scheduled Payment which is to amortize immediately the Mortgage Loan and is not to be deposited into the PRF. Such amounts reimburse Fannie Mae for the related Advance under a Credit Enhancement Instrument or Collateral Agreement.

2. Any accrued and unpaid Activity Fee.

3. Any other amounts due to Fannie Mae under the Reimbursement Agreement other than the Facility Fee.

Fannie Mae will draft such amounts so as to be received by Fannie Mae no later than the Business Day immediately after the receipt of such monies from the Borrower.

The Servicer must also collect from the Borrower and remit to Fannie Mae any other fees, expenses or additional costs due from the Borrower to Fannie Mae under the Reimbursement Agreement. Fannie Mae and/or the Bond Trustee will notify the Servicer regarding any such amounts to be invoiced by the Servicer for payment by the Borrower under the Reimbursement Agreement, the Financing Agreement or other Transaction Document.

216.02D Monthly Remittance of Fees to Fannie Mae

Fannie Mae will draft the Facility Fee, net of the Servicer’s Servicing Fee each month. Fannie Mae will draft such amounts 4 calendar days after such amount is scheduled to be paid by the Borrower under the applicable Transaction Document. If the fourth calendar day is not a Business Day, then such draft will be made on the next Business Day.

216.02E Notice and Collection of Other Fees and Expenses
At the written request of the Bond Trustee or if the Reimbursement Agreement or the Financing Agreement requires the Borrower to make such payments through the Servicer, the Servicer will invoice the Borrower for any fees and expenses payable by the Borrower to the (1) Issuer, (2) Bond Trustee, (3) Rating Agency, (4) Remarketing Agent, (5) Rebate Analyst, (6) Compliance Monitor or (7) Custodian.

The Servicer’s invoice must require the Borrower to pay all such amounts to the Servicer not later than the earlier of ten days following the receipt of the invoice or the Business Day such amounts become due. The Servicer will remit all such payments received from the Borrower to the Bond Trustee, the Rating Agency, or Custodian, as applicable, and, if to the Rating Agency or Custodian, with notice to the Bond Trustee of such payment.

### 216.03 Prepayments – General Introduction

When a Borrower prepays a Mortgage Loan in a DUS Bond Credit Enhancement in whole or in part, the bonds also will be prepaid or redeemed in whole or in part on a corresponding basis. This is the starting point for the analysis of the obligations of the Borrower to account for any fees payable on account of the prepayment or redemption.

### 216.03A Bond Redemption Premiums Payable to Bondholders

All relevant rules regarding bond redemption premiums will be contained in the related Bond Indenture. The Borrower is obligated to pay any bond redemption premium. Fannie Mae does not provide credit enhancement for the bond redemption premium.

Not all types of bond redemptions are subject to redemption premiums and the Servicer must consult the related Bond Indenture documentation to determine whether a redemption premium is due. As a general rule, only bond redemptions initiated voluntarily or optionally by the Borrower will potentially have a redemption premium. Mandatory redemptions almost never have a redemption premium. Mandatory redemptions include redemptions paid from condemnation proceeds and insurance proceeds from casualty losses.

1. **Variable Rate Bond Redemption**

Weekly variable rate bonds may typically be redeemed at any time, or at least on any bond interest payment date, without restriction or redemption premium to the bondholders subject to the terms of the related Bond Indenture.

2. **Fixed Rate Bond Redemption**

Fixed rate bonds are typically restricted from optional or voluntary redemption by the Borrower for a specific period following the original bond issuance date, known as a lockout period. A lockout period may approximate 10 years from the initial bond issuance. Following the
expiration of the lockout period, any voluntary redemption during the subsequent 3 to 5 year period typically requires the payment of a redemption premium to bondholders.

**NOTE:** Most transactions require the Borrower to pay the bond redemption premium with money that is not subject to being treated as a voidable preference under applicable bankruptcy and insolvency laws. This usually means the redemption premium cannot come from regular resources of the Borrower. The Bond Indenture must be consulted for requirements applicable to sources of payment of the Bond Redemption Premium and legal counsel should be consulted.

**216.03B** Termination Fee or Prepayment Premium Payable to Fannie Mae

Any Prepayment Premium payable to Fannie Mae on the credit enhancement is separate and distinct from any redemption premium payable to bondholders. This is true for all executions: Direct Pay, Standby and MBS.

In most instances, Fannie Mae requires the Borrower to pay a Prepayment Premium (or “Termination Fee” if required in the applicable documents) if the prepayment occurs within a certain number of years after original delivery of Fannie Mae’s credit enhancement. In earlier Bond Credit Enhancement transactions, the premium will be called a Prepayment Premium and will be addressed in the Note. In later transactions, the premium will be called a Termination Fee and will be addressed in the Reimbursement Agreement.

**216.03C** Termination When No Prepayment Occurs; Weekly Variable Rate Transactions

In DUS Variable Rate Credit Enhancements, there is the possibility that neither the Mortgage Loan nor the bonds are actually being prepaid, but only that the Borrower is replacing Fannie Mae as the provider of the credit enhancement and liquidity, terminating Fannie Mae’s involvement in the transaction. For purposes of this section, that too is treated as a prepayment. In the event that the Mortgage Loan is being prepaid or Fannie Mae is being replaced as credit enhancer, the result is that the credit enhancement is being terminated. In recent years, to take this into account, the general term “Termination” has been used to refer to the events and “Termination Fee” to refer to the fee which may be payable on account of those events.

The Servicer must remit any Termination Fee due Fannie Mae in accordance with remittance requirements contained below in this Section by 2:00 p.m. Eastern Time on the next Business Day following the day on which the Borrower’s termination of Fannie Mae’s credit enhancement and liquidity is effective.

**216.04** Prepayments – Processing
216.04A General

The Note requires the Borrower to give advance notice of a full or partial prepayment to the Servicer, the Bond Trustee, and, if a DUS Variable Rate Credit Enhancement, the Remarketing Agent. Any partial prepayment must be in an amount corresponding to an authorized denomination of the Bonds. Typically, Fannie Mae will require its consent to an optional redemption of Bonds.

The Servicer must always keep in mind that the date on which the Borrower must transfer money to the Servicer to initiate a prepayment may not be the day that the transfer of funds is treated as a prepayment under the governing documents. For example, under some documents the Borrower must make the prepayment not later than the last Business Day before the day the Bond Trustee, under the Bond Indenture, must have received funds for redemption of the Bonds. The Mortgage Loan prepayment will not be recognized until the Bonds are actually redeemed or deemed paid and no longer under the requirements of the Bond Indenture.

216.04B Prompt Notice of Intended Prepayment

The Servicer must promptly notify Fannie Mae (Multifamily Asset Management) and the Bond Trustee in writing upon receiving notice from the Borrower of a planned prepayment. If the prepayment does not occur on such date, the Borrower may not subsequently prepay the Mortgage Loan in full without first giving the Servicer and all other parties to whom notice is required, a new notice of intent to prepay in accordance with the Loan Documents.

216.04C Critical Path Due Dates

The Servicer must ensure that the final prepayment amount quoted to the Borrower prior to prepayment is correct. Accordingly, before the Servicer advises the Borrower of the final prepayment amount, the Servicer must verify such amount with the Bond Trustee and Fannie Mae.

1. No less than 10 days prior to the scheduled prepayment date, the Servicer must obtain the Bond Trustee's written confirmation of all amounts due and payable in connection with the prepayment.

2. No less than 10 days prior to the scheduled prepayment date, and after verifying amounts due on the Bonds with the Bond Trustee, the Servicer must request verification of the full or partial prepayment amount from Fannie Mae.

3. No less than 5 days prior to the day the Borrower is required to initiate the prepayment, the Servicer must advise the Borrower in writing of the full amount necessary to make the prepayment.

NOTE: The day the Borrower is required to initiate the prepayment
will be before the day the Bonds are to be redeemed.

4. For weekly variable rate bonds, immediately following the last day on which interest is determined on the Bonds before the scheduled redemption date of the bonds, the Servicer must re-verify the amount the Borrower must pay for the prepayment. The Servicer must immediately advise the Borrower of any correction required by the re-verification.

The Servicer should note that the transaction documents do not uniformly address the redemption premium, if any, payable to Bondholders and Prepayment Premium or termination fee, if any, payable to Fannie Mae on account of a prepayment of the Mortgage Loan. In some instances, the fee maintenance Prepayment Premium set out in the Note will be payable to Fannie Mae. In other instances, the Prepayment Premium payable under the Note must be remitted to the Bond Trustee for payment to bondholders as a redemption premium. In this case, the Borrower may be required to pay a Termination Fee to Fannie Mae pursuant to the Reimbursement Agreement. The Servicer must be alert to these requirements.

**216.04D Fannie Mae’s Confirmation Required**

To obtain Fannie Mae’s confirmation of the prepayment amount, the Servicer must submit a statement detailing the following:

1. the Fannie Mae Mortgage Loan number(s) and bond number(s), the Property name and address and the expected prepayment date;

2. all amounts that it has determined (and for such amounts due the Bondholders, confirmed with the Bond Trustee) will be due and payable by the Borrower on the prepayment date, including:

   (a) the full or partial principal prepayment (as of the prepayment date) of the Note, separately specifying any amounts in the PRF expected to be applied to principal;

   (b) accrued interest up to but not including the date of prepayment of the Note;

   (c) any unpaid late fees (if applicable);

   (d) any Prepayment Premium or Termination Fee required to be paid to the Bondholders or Fannie Mae, respectively, under the terms of the Note, the Financing Agreement, the Indenture or the Bonds;

   (e) any termination fee payable to Fannie Mae pursuant to the Reimbursement Agreement;

   (f) any other amounts due under the Loan Documents; and

   (g) all other amounts due upon a redemption of Bonds under the Bond Documents, including any interest required to cover the gap between Mortgage Loan and Bond prepayment for which an escrow or
collateral is not already provided. (The Servicer must request this information from the Bond Trustee.)

3. written confirmation from the Bond Trustee of all amounts due the Bondholders.

4. all amounts that will be due and payable to Fannie Mae on the day as required by this Section following prepayment, including:
   (a) Credit Enhancement Fee and Liquidity Fee;
   (b) any previously unpaid fees or other amounts owed to Fannie Mae; and
   (c) any applicable Prepayment Premium or Termination Fee that is due, broken down into the portions due to the Servicer and Fannie Mae.

The Prepayment Premium or Termination Fee is a percentage (as specified in the Note or Reimbursement Agreement) multiplied by the UPB of the Mortgage Loan after crediting the scheduled payment due on the date regular mortgage loan payments are due (in some transactions, the first of the month and in others, the 15th of the month) in which a prepayment takes place.

Fannie Mae’s share of the Prepayment Premium or Termination Fee will be a percentage determined by dividing the sum of the Credit Facility Fee and the Liquidity Fee by the sum of the Credit Facility Fee, Liquidity Fee and the Servicing Fee.

No Prepayment Premium or Termination Fee is due in connection with an application of insurance proceeds or condemnation awards, a monthly deposit to the PRF, a redemption of Bonds from amounts transferred from the PRF to a redemption account, a reduction and amortization of the Mortgage Loan as a result of a Bond redemption, or an adjustment to a Reset Rate or a Fixed Rate.

For New Construction/Substantial Rehabilitation Mortgage Loans, other prepayment criteria may apply depending on the transaction structure.

Fannie Mae is not responsible for confirming any amounts owed to the Servicer at the time of the prepayment (e.g., any administrative fees due for services performed by the Servicer under a Collateral Agreement); however, the Servicer’s payoff statement should clearly denote any such amounts so that Fannie Mae can distinguish them from amounts due exclusively to Fannie Mae and the Bond Trustee.

Fannie Mae will review the Servicer’s figures and contact the Servicer to reconcile any discrepancies. Upon completion of its review and any necessary reconciliation, Fannie Mae will respond to the Servicer’s verification request in writing. In its response, Fannie Mae will confirm the total payoff amount due to the Servicer from the Borrower, and will also separately confirm the amounts due to Fannie Mae from the Servicer, as
well as individual items comprising such total amounts.

It is the Servicer’s responsibility to prepare lien release documentation.

216.05 Prepayments: Prepayment Reporting

The Servicer must report the prepayment amount, including any applicable Prepayment Premium or Termination Fee due Fannie Mae and/or any redemption premium due the bondholders, to Fannie Mae in accordance with the reporting requirements contained in Part V, Chapter 2: Reporting and Remitting, Section 216.01: Monthly Bond Credit Enhancement Reporting. The date the report is due depends on the execution type of the underlying transaction.

1. If the Mortgage Loan payments are due on the first of the month, the report is due on the fourth calendar day of the month in which the prepayment occurs, or the next Business Day if the fourth is not a Business Day.

2. If the Mortgage Loan payments are due on the 15th of the month, the report is due on the 15th of the month or the next Business Day if such day is not a Business Day.

216.06 Prepayments: Remittances

The Servicer must remit any Prepayment Premium and/or Termination Fee due Fannie Mae by 2:00 p.m. Eastern Time, on the next Business Day following the day on which the Borrower’s prepayment is received.

Depending on the execution and transaction type, the Servicer must also be concerned with invoicing, collecting and remitting the principal amount of the Mortgage Loan to be prepaid. In all cases, the Servicer must invoice and collect the principal amount being prepaid from the Borrower. No prepayment of Direct Pay Facilities will be allowed until Fannie Mae receives the necessary funds from the Borrower.

Any prepayment of principal on any Mortgage Loan received by the Servicer shall be paid, as follows:

1. Standby Execution: Prepayments shall be remitted to the Bond Trustee not later than the Bond Business Day immediately after the date of receipt such funds by the Servicer; or

2. Direct Pay Execution: Prepayments shall be remitted to Fannie Mae on the same day as the Fannie Mae Advance to the Bond Trustee funding the corresponding bond redemption associated with the prepayment.

216.07 Reporting on Delinquency Status
The Servicer must electronically submit to Fannie Mae using the Multifamily Delinquency Early Warning System (DEWS), or any successor system selected by Fannie Mae to do such reporting, the monthly delinquency status of the Mortgage Loan on the 17th calendar day of the month. If the 15th falls on a holiday or weekend, the System is available the next Business Day. The Servicer must plan around this one day window period for the purpose of reporting delinquencies. This rule applies to all execution and transaction types for DUS Bond Credit Enhancement.

Section 217  Mezzanine Loan Reporting and Remitting

NOTE: Except as otherwise required below, the reporting and remitting requirements for Cash Mortgage Loans provided in this Chapter apply to Mezzanine Loans.

217.01  Remitting DUS Plus Mezzanine Loans

For the DUS Plus Mezzanine Loan, the Servicer is required to remit to Fannie Mae via the Cash Remittance System. On each remittance date the amount representing P&I (adjusted to the Pass-Through Rate) actually collected from the Mezzanine Borrower must be remitted. The initial remittance date for any DUS Plus Mezzanine Loan is the 18th day of the month following the month in which the DUS Plus Mezzanine Loan is purchased, with monthly remittances due on the 18th day of each month thereafter.

For each DUS Plus Mezzanine Loan, the principal distribution amount remitted must include the sum of:

- the principal portion actually collected from the Mezzanine Borrower of the monthly installment due during the period beginning on the second day of the month preceding the month in which a remittance date occurs and ending on the first day of the month in which a remittance date occurs; and

- any unscheduled principal recovery collected on a DUS Plus Mezzanine Loan during the month preceding the month in which a remittance date occurs.

The interest distribution amount remitted includes the interest portion of the monthly installment (that portion actually collected from the Mezzanine Borrower), adjusted to the Pass-Through Rate, due on the first day of the month in which a remittance date occurs or due at any time (other than the first day) during the preceding month.

The Servicer must remit funds collected from the Mezzanine Borrower even if they do not represent a full payment. The Servicer may not deduct monthly Servicing Fees until the entire monthly payment has been collected from the Mezzanine Borrower.
The Servicer is not required to remit to Fannie Mae on the remittance date any amounts representing P&I that have not been received from the Mezzanine Borrower and are, therefore, delinquent. Any delinquent payment received after the 18th calendar day of the month in which it is due must be remitted to Fannie Mae by 1:00 p.m. ET within 24 hours of its receipt.

<table>
<thead>
<tr>
<th>217.02</th>
<th>Payoffs</th>
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<tbody>
<tr>
<td>For DUS Plus Mezzanine Loans, proceeds for payments-in-full, including any applicable repayment fees, must be remitted directly to the mezzanine investor within 24 hours after receipt by the DUS Servicer. The full payment must be reported to Fannie Mae by the second Business Day of the month following the month in which the prepayment is received in accordance with Part V of this Guide.</td>
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**Section 218** Defeasance

<table>
<thead>
<tr>
<th>218.01</th>
<th>Mortgage Loan Documents Must Permit Defeasance</th>
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<tbody>
<tr>
<td>A Borrower may elect to defease its Mortgage Loan only if the Loan Documents permit defeasance. If the Borrower’s Mortgage Loan Documents do not permit defeasance, defeasance of the Mortgage Loan is not permitted.</td>
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<tr>
<th>218.02</th>
<th>Borrower’s Election to Defease</th>
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<tbody>
<tr>
<td>Prior to the Mortgage Loan’s Maturity Date and during the Mortgage Loan’s Defeasance Period, the Borrower may defease the entire outstanding balance of the Mortgage Loan in accordance with the applicable terms and conditions of the Borrower’s Loan Documents and the provisions of this Section.</td>
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<tr>
<th>218.03</th>
<th>Defeasance Option Procedures</th>
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<tbody>
<tr>
<td>To accomplish the defeasance, the following procedures must be followed:</td>
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<tr>
<th>218.03A</th>
<th>Defeasance Documents</th>
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<tbody>
<tr>
<td>Servicer must obtain the most current Defeasance documents from the Fannie Mae website. The Defeasance documents consist of the Defeasance Notice (Form 4622) and other closing documents required by Fannie Mae in order for the defeasance to occur.</td>
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<tr>
<th>218.03B</th>
<th>Defeasance Notice</th>
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The Servicer must complete the Defeasance Notice (Form 4622) after verifying the Mortgage Loan is eligible for defeasance and obtaining from the Borrower the date on which the Borrower desires to consummate the Defeasance. The Defeasance Close Date may not be more than 45 calendar days nor less than 30 calendar days after the date on which the Defeasance Notice is received by the Servicer. The Servicer must use the Defeasance Calculator application on the Fannie Mae web site to estimate the Defeasance Deposit and the estimated Defeasance Deposit must be inserted in the appropriate box in the Defeasance Notice. The information on the Defeasance Notice will not be final until it is confirmed by Fannie Mae. Until then, the Defeasance Deposit and other information are estimates. The Defeasance Notice will specify (a) whether a Fannie Mae debt instrument will be offered for use as the substitute collateral and, if not, that U.S. Treasury Securities will be the substitute collateral; and (b) whether the successor entity will be designated by Fannie Mae or Borrower, and (c) the amount of the Defeasance Commitment Fee.

To be effective, the Borrower must execute and send the Defeasance Notice to the Servicer so that the Servicer receives the Defeasance Notice no earlier than 11:00 a.m. and no later than 3:00 p.m. ET on a Business Day.

The Servicer must then sign and execute the Defeasance Notice and fax the Defeasance Notice and a copy of the Note to be defeased to its Fannie Mae Representative.

Fannie Mae must receive the fax by 5:00 p.m. ET on the same day that the Defeasance Deposit was calculated for verification by Fannie Mae.

218.03C  Defeasance Commitment Fee

A Defeasance Commitment Fee equal to 1% of the scheduled balance of the Mortgage Loan as of the Defeasance Close Date, must be paid by the Borrower to the Servicer no later than the date and time when the Servicer receives the executed Defeasance Notice from the Borrower. The Servicer must wire the Defeasance Commitment Fee to Fannie Mae within 24 hours after receipt of the Borrower's executed Defeasance Notice.

218.03D  Verification of the Defeasance Notice

Fannie Mae will verify the Mortgage Loan information contained in the Defeasance Notice as well as the Mortgage Loan's eligibility for defeasance. After verification and within two (2) Business Days after the initial receipt of the Defeasance Notice from the Servicer, Fannie Mae will sign the Defeasance Notice and fax it back to the Servicer along with an Exhibit that details the monthly cash flows of the Fannie Mae debt instrument that will replace the Property as collateral for the Mortgage Loan.

The Servicer will then fax the verified Defeasance Notice to the Borrower on the same day that the Servicer receives the verified
Defeasance Notice from Fannie Mae. In the event that Fannie Mae made changes to the Defeasance Notice, the Borrower must initial the changed portions of the Defeasance Notice and fax it back to the Servicer on that same day. The Servicer must then immediately fax the Borrower-initialied Defeasance Notice to Fannie Mae.

If the Servicer does not

- receive the Defeasance Commitment Fee, and
- provide confirmation of the Defeasance Notice to the Borrower,

then the Borrower's right to obtain Defeasance pursuant to that Defeasance Notice shall terminate. If the Borrower still wishes to defease the Mortgage Loan, the Borrower must submit a new Defeasance Notice and repeat the process outlined above.

218.03E Substitute Collateral

On or before the Defeasance Close Date, the Borrower must deliver to the Servicer a Defeasance Pledge Agreement (Form 4529), creating a perfected security interest in the substitute collateral in favor of Fannie Mae.

218.03F Assignment and Assumption

The Borrower must assign all its obligations and rights under the Note, together with the substitute collateral, to a successor entity designated by Fannie Mae or, if not so designated by Fannie Mae, designated by Borrower and acceptable to Fannie Mae. The Borrower and the successor entity shall execute and deliver to the Servicer a Defeasance Assignment and Assumption Agreement (Form 4528).

218.03G Closing Documents

The Servicer must deliver to Fannie Mae by no later than 10 a.m. ET, five (5) Business Days before the Defeasance Close Date, the following documents:

- a Borrower's Counsel Opinion Letter (Form 4550.DEF) affirming:
  
  - that Fannie Mae has a valid and perfected lien and security interest in the Substitute Collateral;
  
  - that the defeasance is not subject to avoidance under any applicable federal or state laws;
  
  - that, if the Note is held by a REMIC Trust, then the defeasance has been effected in such a way that does not adversely affect the REMIC Trust; and
such other opinions, certificates, documents or instruments as Servicer may reasonably request;

- the Defeasance Assignment and Assumption Agreement (Form 4528); and
- the Defeasance Pledge Agreement (Form 4529).

Transmittal of these documents shall be accompanied by a completed Multifamily Defeasance Transmittal Form (Form 4631).

218.03H  Amounts Payable by Borrower

On or before the Defeasance Close Date, the Borrower must pay to the Servicer an amount equal to the sum of:

- the next scheduled P&I payment due under the Note;
- all other sums then due and payable under the Note, the Security Instrument and any other Loan Document; and
- all costs and expenses incurred by the Servicer in connection with the defeasance, including any out-of-pocket fees and disbursements of the Servicer's legal counsel.

218.03I  Defeasance Deposit

If a Fannie Mae investment security will be the substitute collateral, then, on or before 3:00 p.m. ET on the Defeasance Close Date, the Borrower must pay the Defeasance Deposit (reduced by the Defeasance Commitment Fee) to the Servicer to be used by the Servicer, as the Borrower's agent, to purchase the Fannie Mae Investment Security.

The Borrower or Closing Agent must wire the Defeasance Deposit to Servicer by 3:00 p.m. ET on the Defeasance Closing Date. The Servicer must wire the Defeasance Deposit (reduced by the Defeasance Commitment Fee) to Fannie Mae for receipt by 5:00 p.m. ET on the Defeasance Closing Date.

218.03J  Release

Upon the Borrower's compliance with the Defeasance requirements, the Property will be released from the lien of the Security Instrument. Upon release of the Property, the Note will be secured by the pledge of the Substitute Collateral.

218.03K  Fannie Mae Security Liquidated Damages

If the Borrower timely pays the Defeasance Commitment Fee and the Servicer and the Borrower timely transmit a signed facsimile copy of the
Defeasance Notice, but the Borrower fails to consummate the defeasance, Fannie Mae shall have the right to retain the Defeasance Commitment Fee as liquidated damages for the Borrower's default and, subject to the terms and conditions of the Note, the Borrower shall be released from all further obligation to defease the Note under the given Defeasance Notice.

218.03L Third-Party Costs

In the event that the Defeasance is not consummated on the Defeasance Closing Date for any reason, the Borrower must reimburse the Servicer for all third-party costs and expenses incurred by the Servicer in its reliance on the Defeasance Notice executed by the Borrower, within five (5) Business Days after the Borrower receives a written demand for this reimbursement.

218.03M Post Defeasance Closing Date

Fannie Mae will transfer the defeased Mortgage Loan from the Servicer's servicing portfolio effective on the first day of the second month following the Defeasance Closing Date. The Servicer will be required to report and remit payments for the next scheduled P&I payment collected as part of the Defeasance Closing. Thereafter, the Servicer will no longer be required to perform other servicing requirements for the defeased Mortgage Loan. Beginning on the 18th calendar day of the second calendar month after the Defeasance Closing Date (or the next Business Day if such day is not a Business Day) until the maturity of the Mortgage Loan, the Servicer will receive the remaining scheduled servicing fee for the Mortgage Loan minus five (5) basis points provided the Authorization for ACH Remittance (Form 4630) has been submitted.

Section 219 Delinquency Reporting and Certification

On the 17th calendar day of each month, Servicers must take the following actions with respect to Mortgage Loans:

- Report all delinquent Mortgage Loans to Fannie Mae using the Delinquency Early Warning System (“DEWS”), which Servicers may access through the eServicing System. Delinquency reporting must include delinquencies for Mortgage Loans on Bond Credit Enhancements, even if the Servicer also elects to report these delinquencies through CESIR.

- Certify as to the delinquency status of all Mortgage Loans. If a Servicer’s Mortgage Loan portfolio does not include any delinquent Mortgage Loans, the Servicer must certify to that effect.

Prior to the 17th calendar day of each month, Servicers may use the “Preliminary” Case Status indicator to set up initial delinquency cases in
DEWS.

On the 17th calendar day of each month, Servicers must change all "Preliminary" Case Status indicators to "Open" for all Mortgage Loans still delinquent or delete remaining initial cases for all Mortgage Loans that have cured. No "Preliminary" Case Status cases can remain as of the 17th calendar day of each month.

If the 17th calendar day of a month falls on a weekend or holiday, the Servicer must report and certify on the next Business Day.

Servicers must complete the "comments section" in each report with important additional information regarding the delinquent Mortgage Loan including, at a minimum, the following:

- the Servicer’s attempts to contact the delinquent Borrower;
- the cause for the missed payment(s);
- whether payment is expected before the end of the month;
- the likelihood of the Borrower making the next month’s payment;
- if the payment will not be made before the end of the month of default, whether the Borrower will voluntarily turn over the monthly net operating income of the Property;
- the willingness of the Borrower to work with the Servicer to resolve the delinquency; and
- whether the Mortgage Loan is being Special Serviced by Fannie Mae’s Special Asset Management (SAM) group (Primary Risk Mortgage Loans) or the Servicers’ Special Servicing group (Secondary Risk Mortgage Loans).

Servicers must update at least once per week all delinquency reports with an “Open” status indicator.

Section 220 Reporting Collateral Balances in Custodial Accounts

Servicers must report, on a quarterly basis, the balances of Mortgage Loan collateral held by Servicers in their Custodial Accounts using Collateral Submission Report (Form 4813). Collateral balances that must be included in the quarterly reporting include balances for all Custodial Accounts whether the collateral is held as cash, securities or letters of credit.

220.01 P&I Custodial Accounts

Except as noted in Part V, Chapter 2: Reporting and Remitting, Section 220.04: What to Report, balances in P&I Custodial Accounts are excluded from this reporting requirement.
220.02 Letters of Credit as Collateral

Balances for any original Letters of Credit held by the Servicer must be reported. Balances for any original Letter of Credit held by Fannie Mae are not required to be reported.

220.03 Report on Fair Value Basis

If the form of collateral is securities or Letters of Credit, Servicers must report the balances on a fair value basis (the price that would be received to sell an asset in a transaction between market participants).

220.04 What to Report

Collateral that must be reported using the Collateral Submission Report (Form 4813) includes:

- **Short Term**
  - any Replacement Reserves or repair escrows;
  - insurance proceeds held pending repair or damage to the Property; or
  - condemnation proceeds received in a condemnation action related to the Property.

- **Long Term**
  - any operating deficit or debt service reserve; or
  - NCF sweeps – to the extent NCF exceeds monthly P&I remitted to Fannie Mae in the ordinary course.

- **Balances in any T&I Custodial Account.**

- **Other**
  - any other escrow, collateral or achievement funds governed by an agreement with the Borrower;
  - any holdback of Mortgage Loan proceeds; or
  - any tenant security deposits held by the Servicer.

220.05 When to Report

The Collateral Submission Report (Form 4813) must be submitted to Servicer’s Fannie Mae Representative within thirty (30) days after the end of each calendar quarter.
Section 221  Internal Revenue Service Reporting Requirements

221.01  What to Report

The Servicer must comply with Internal Revenue Service reporting requirements for:

- reporting the receipt of $600 or more of interest payments from any Borrower who is a natural person (IRS Form 1098);
- filing Statements for Recipients of Miscellaneous Income (IRS Form 1099-MISC) to report payments of fees and related expenses to attorneys and other third parties in connection with foreclosure or liquidation proceedings in connection with a Mortgage Loan and the related Property;
- filing notices of Acquisition or Abandonment of Secured Property (IRS Form 1099-A) to report the acquisition of a Property by foreclosure or acceptance of a deed-in-lieu or by a Borrower’s abandonment of a property; and
- filing notices of Cancellation of Debt (IRS Form 1099-C) to report the cancellation of any part of a Borrower’s indebtedness.

Should the Internal Revenue Service change the reporting requirements in connection with any of IRS Form 1098, IRS Form 1099-MISC, IRS Form 1099-A or IRS Form 1099-C, the Servicer must comply with those changed reporting requirements, notwithstanding anything to the contrary contained in this Chapter. The Servicer should contact Fannie Mae if it believes any portion of this Chapter to be in conflict with such Internal Revenue Service reporting requirements.

221.02  Filing IRS Form 1099 MISC

The Servicer must report all attorney (or trustee) fees paid by the Servicer to Servicer-retained attorneys or trustees or to Fannie Mae-retained attorneys or trustees for handling foreclosure proceedings, by filing Form 1099-MISC (Miscellaneous Income) with the Internal Revenue Service and other parties. This form must be filed in the Servicer’s name, using its Internal Revenue Service tax identification number.

If the Servicer pays for any expenses authorized by Fannie Mae for the maintenance, repair, or marketing of an REO Property, or when the Servicer pays directly any business that is not a corporation for recurring maintenance costs, minor repair costs, or routine costs in connection with an REO Property, the Servicer must report such payments to the Internal Revenue Service. To accomplish this, the Servicer must prepare an IRS Form 1099-MISC (Miscellaneous Income) for the appropriate tax year and submit it to the Internal Revenue Service and to the individual payee. This
form must be filed in the Servicer's name, using its Internal Revenue Service taxpayer identification number.

### 221.03 Notifying the Internal Revenue Service about Abandonments or Acquisitions (IRS Form 1099-A)

#### 221.03A When Required

The Internal Revenue Service requires that information returns be filed when Fannie Mae (or a third party) acquires an interest in a Property in full or partial satisfaction of the Mortgage Loan or when Fannie Mae or the Servicer has reason to know that a Property has been abandoned. The Servicer must file these notices on Fannie Mae's behalf, using IRS Form 1099-A (Acquisition or Abandonment of Secured Property), for all applicable Mortgage Loans (including Mortgage Loan participations if Fannie Mae's percentage ownership of such Mortgage Loan is 50% or greater).

The Servicer must satisfy the reporting requirements for the "owner of record" (instead of on Fannie Mae's behalf) when the Servicer purchased a delinquent Mortgage Loan from Fannie Mae before the Property was acquired by the Servicer in full or partial satisfaction of the Mortgage Loan.

For purposes of filing these reports:

- Fannie Mae (or the "owner of record") acquires an interest in the Property when any redemption period that follows a foreclosure sale ends without redemption rights being exercised (or when Fannie Mae accepts a deed-in-lieu of foreclosure);
- A third party acquires an interest in the Property at the foreclosure sale; and
- Abandonment occurs when Fannie Mae or the Servicer has "reason to know" from "all facts and circumstances concerning the status of the Property" that the Borrower intended to discard or has permanently discarded the Property from use. The Servicer, however, will have an additional three months before its reporting obligation arises if the Servicer expects foreclosure proceedings to begin within the three months after determination that abandonment has occurred.

After an event that triggers a reporting requirement occurs, IRS Form 1099-A must be filed on or before February 28 (or March 31 if filing electronically) of the year following the calendar year in which the event occurred. The Servicer also must furnish the Borrower with an information statement on or before January 31 of that year. The requirement for notifying the Borrower can be satisfied by sending Copy B of a completed IRS Form 1099-A to the Borrower's last known address. When the form is filed on Fannie Mae's behalf, it must show Fannie Mae's name, address, and federal identification number (52-0883107), and include a legend stating that...
the information is being reported to the Internal Revenue Service. If it is filed by the Servicer on its own behalf or for the “owner of record,” the name, address, and identification number of the Servicer or owner of record, respectively, must be provided instead.

221.03B Preparing IRS Form 1099-A

The Servicer is responsible for completing the IRS Form 1099-A accurately, for filing it with the Internal Revenue Service, and for providing the information to the Borrower and to Fannie Mae by the required dates. If the Internal Revenue Service penalizes Fannie Mae because a Servicer failed to file a return or filed an incorrect return or late return, Fannie Mae will require the Servicer to reimburse Fannie Mae for any penalty fees the Internal Revenue Service assesses (unless the Servicer can document that it met the filing requirements).

Information that must be reported on IRS Form 1099-A includes:

- the Borrower’s taxpayer identification number (the Social Security number if the borrower is a natural person);
- the date of acquisition of an interest in the Property or the date the Servicer acquired knowledge of the abandonment;
- the outstanding UPB of the Mortgage Loan;
- a general description of the Property; and
- whether the Borrower is personally liable for the debt and, if personally liable, the fair market value of the Property at the time of acquisition.

221.04 Notifying the Internal Revenue Service about Cancellations of Indebtedness (IRS Form 1099-C)

221.04A When Required

The Internal Revenue Service requires certain mortgage holders, including Fannie Mae, to file information returns when $600 or more of a Mortgage Loan is cancelled. Except as provided in Part V, Chapter 2: Reporting and Remitting, Section 221.04D: Exceptions to IRS Form 1099-C Reporting, the Servicer must file these returns on Fannie Mae’s behalf, using IRS Form 1099-C, for all applicable Mortgage Loans (including Mortgage Loan participations if Fannie Mae’s percentage ownership of such Mortgage Loan is 50% or greater). If, in the same calendar year, a Mortgage Loan is canceled in connection with a foreclosure or abandonment of secured property, it is not necessary to file both Form 1099-A and Form 1099-C for the same Borrower. Only Form 1099-C need be filed, and the Form 1099-A filing requirement for the Borrower will be met by completing boxes 4, 5, and 7 on Form 1099-C.
Determining When a Debt Is Cancelled

A debt is cancelled (in whole or part) when any of the following occur:

- discharge in bankruptcy under Title 11 of the U.S. Code;
- receivership, foreclosure, or similar federal or state court proceeding makes the debt unenforceable;
- the statute of limitations applicable to collecting the debt expires (if so determined by a court and any appeal period has expired), or expiration of the statutory period for filing a claim or beginning a deficiency judgment proceeding;
- foreclosure remedies by law end or bar Fannie Mae’s right to collect the debt (e.g., foreclosure by exercise of the “power of sale” in the Security Instrument);
- probate or similar proceeding cancels or extinguishes the debt;
- Fannie Mae and the Borrower agree to cancel the debt at less than full consideration;
- a decision or defined policy of Fannie Mae causes collection activity to be discontinued and the debt to be cancelled; or
- expiration of a “non-payment testing period”.

The Internal Revenue Service presumes that a debt is cancelled during a calendar year if no payment has been received on the Mortgage Loan during a period (the “non-payment testing period”) of 36 months, plus the number of calendar months when collection activity was precluded by a stay in bankruptcy or similar bar under state or local law. The presumption may be rebutted, however, if there has been significant, bona fide collection activity at any time during the calendar year, or if facts and circumstances, existing as of January 31 of the calendar year following expiration of the 36-month period, indicate that the indebtedness has not been discharged.

Preparing IRS Form 1099-C

The Servicer is responsible for completing the Cancellation of Debt (IRS Form 1099-C) accurately, and for filing it with the Internal Revenue Service and providing the information to the Borrower and to Fannie Mae by the required dates. The form must be filed on or before February 28 (or March 31 if filing electronically) of the year following the calendar year in which the discharge of indebtedness occurs.

If the Internal Revenue Service penalizes Fannie Mae because the Servicer failed to file a return or filed an incorrect or late return, Fannie Mae will require the Servicer to reimburse Fannie Mae for any penalty fees the Internal Revenue Service assesses (unless the Servicer can document that it met the filing requirements).
The Servicer also must furnish the Borrower with an information statement before January 31 of that year. The requirement for notifying the Borrower can be satisfied by sending Copy B of a completed IRS Form 1099-C (or a substitute statement that complies with Internal Revenue Service requirements for substitute forms) to the Borrower's last known address, and the Servicer must send Copy C to those states that require it. When the form is filed on Fannie Mae's behalf, it must show Fannie Mae's name as the “Creditor,” Fannie Mae's address and federal identification number (52-0883107), and include a legend identifying the statement as important tax information that is being furnished to the Internal Revenue Service.

Information that must be reported on IRS Form 1099-C includes:

- the Borrower's name, address, and taxpayer identification number (the Social Security number if the borrower is a natural person);
- the date the debt was cancelled;
- the amount of the cancelled debt, which does not include interest or any amount received in satisfaction of the debt from a foreclosure sale or other means;
- a description of the debt, such as “mortgage loan,” and a description of the Property if a combined IRS Form 1099-C and 1099-A is filed;
- whether the Borrower is personally liable for the debt;
- whether the debt was cancelled in bankruptcy; and
- the fair market value of the Property if a combined IRS Form 1099-C and 1099-A is filed.

If the cancelled Mortgage Loan had an original principal amount of $10,000 or more, was originated after 1994, and involves Borrowers who are jointly and severally liable for the debt, a separate information return for each Borrower must be filed, and each return must report the entire amount of the cancelled debt. If the Mortgage Loan was originated prior to January 1, 1995, or if the original principal amount of the cancelled Mortgage Loan was less than $10,000, and if there are multiple Borrowers, reporting is required only with respect to the primary (or first-named) Borrower. In addition, only one information return is required, regardless of the origination date or the original principal amount, if the Servicer knows, or has reason to know, that co-Borrowers were husband and wife living at the same address when the Mortgage Loan was originated, and does not know or have reason to know that such circumstances have changed when the Mortgage Loan is cancelled.

221.04D  Exceptions to IRS Form 1099-C Reporting
Interest. Interest need not be reported. If it is reported as part of the cancelled debt, the IRS Form 1099-C instructions require that it be shown in a separate box on the form.

Non-principal amounts. Cancellation of amounts other than stated principal, including penalties, fines, fees, and administrative costs charged to the Borrower, need not be reported.

Release of a co-Borrower. IRS Form 1099-C need not be filed when one Borrower is released from a Mortgage Loan as long as the remaining Borrowers are liable for the full UPB of the Mortgage Loan.

Guarantor or surety. A guarantor or surety (i.e., any Guarantor or Key Principal executing a Non-Recourse Guaranty or a Payment Guaranty) is not a Borrower for purposes of the debt cancellation reporting requirements, so IRS Form 1099-C is never required.

221.04E Coordination with Reporting Abandonments or Acquisitions

If, in the same calendar year, the Mortgage Loan is cancelled in connection with the acquisition or abandonment of the same Property securing the Mortgage Loan, filing a timely and accurate IRS Form 1099-C will satisfy the requirement to file an IRS Form 1099-A.

221.05 Reporting via Magnetic Media

The Servicer must report IRS Forms 1099-C and 1099-A information on magnetic media and must do so on Fannie Mae's behalf. Even though the Servicer reports to the Internal Revenue Service on magnetic media, it is still responsible for providing a hard copy of the IRS Forms 1099-C or 1099-A, as applicable, to the Borrower (Copy B) and to those states that require it (Copy C). Copy B must be sent to the Borrower no later than January 31.

The Servicer must review each Borrower's Form W-9 for validity and request a new Form W-9 if any form is invalid. A valid W-9 will include the Borrower's name, tax identification number, date, and signature. In preparing Forms 1099-C or 1099-A, the Servicer must (i) utilize the IRS TIN Matching program and perform tax identification number matching for all United States non-exempt Borrowers in all circumstances, (ii) notify Fannie Mae of any Borrower that is identified as an unsuccessful TIN Match prior to preparing Form 1099, and (iii) follow up with any Borrower whose name and tax identification number combination fail the IRS TIN Match. The Servicer should also provide to Fannie Mae its TCC (Transmittal Control Code) at the beginning of each year, which will allow Fannie Mae to communicate to the Servicer any errors on its 1099 filings.

The Servicer does not need to send Fannie Mae a copy of the magnetic media filed by the Servicer with the Internal Revenue Service. However, to ensure that Fannie Mae can identify the Servicer and the loan
number for a specific Mortgage Loan should the Internal Revenue Service contact Fannie Mae for additional information or clarification, the Servicer must:

- insert the following header information when the IRS Form 1099-C or 1099-A, as applicable, is filed on Fannie Mae's behalf:
  - Fannie Mae on the first “Payer” line; and
  - the Fannie Mae loan number for the related Mortgage Loan on the line for the “Payer's account number for Payee”; and

- within thirty (30) days after filing with the Internal Revenue Service, send an email to Fannie Mae at multifamily_1099_reporting@fanniemae.com, containing a summary of IRS Forms 1099-C or 1099-A, as applicable, to notify Fannie Mae what the Servicer reported to the Internal Revenue Service on magnetic media.
Chapter 3  Custodial Account Requirements

Section 301  Custodial Accounts

301.01  General

The Servicer must establish and maintain Custodial Accounts to deposit funds collected in connection with Mortgage Loans in accordance with the requirements of the Loan Documents, and must maintain strict control of all such funds in its custody. All Custodial Accounts and related records must be maintained in accordance with sound accounting and cash management practices, and in such a manner as will permit representatives of Fannie Mae, at any time, to examine and audit such accounts and records. The requirements for Custodial Accounts apply to the establishment and maintenance of all Custodial Accounts, including P&I Custodial Accounts, T&I Custodial Accounts, Collateral Agreement Custodial Accounts, and Drafting Accounts. Separate requirements apply for a Clearing Account used by the Servicer as a Custodial Account.

301.02  Custodial Account Types, Investments, and Depositories

301.02A  Custodial Account Requirements and Investments

All Custodial Accounts must be either demand deposit accounts or money market accounts established and maintained at an Eligible Depository.

Other than the earnings typically derived from a demand deposit account or money market account (e.g., interest), funds in Custodial Accounts are not permitted to be invested.

301.02B  Eligible Depositories

If the Servicer is a depository institution, it can establish the account within its own institution so long as:

- it meets Fannie Mae’s criteria for an Eligible Depository; and
- does not use its general ledger or internal operating account for the Custodial Accounts.

If the Servicer does not comply with the above requirements, it must establish the account in an Eligible Depository.

301.02C  Verifying Depository Ratings

When determining the eligibility of a depository institution, the Servicer must use the most recent financial ratings issued within the past 3 months, and must confirm these ratings every 3 months thereafter. If the
Servicer learns that a depository institution or its holding company no longer satisfies the rating requirement for an Eligible Depository, the Custodial Account must be transferred to an Eligible Depository within 30 days.

301.02D  Fannie Mae’s Rights in Custodial Accounts

The Loan Documents grant to Fannie Mae a security interest in all Custodial Accounts associated with a Mortgage Loan. In exercising its rights under the Loan Documents, Fannie Mae, in its sole discretion, reserves the right to require the Servicer at any time to:

- transfer funds out of an institution (even if it is an Eligible Depository) to a Custodial Account in another Eligible Depository;
- move funds to a trust account;
- ensure the funds in a Custodial Account are fully insured by the FDIC or NCUSIF or other governmental insurer or guarantor as may be acceptable to Fannie Mae; and/or
- remit more frequently to Fannie Mae while allowing funds to remain in the existing Custodial Account.

Specific actions may vary depending on the size of the accounts, the risks involved, and other factors as determined by Fannie Mae.

301.03  Required Custodial Accounts

Subject to Custodial Account co-mingling constraints set forth in this Chapter, for all Mortgage Loans, the Servicer must establish and maintain:

- one or more P&I Custodial Accounts for Cash Mortgage Loans and Pooled from Portfolio (“PFP”) Mortgage Loans;
- one or more P&I Custodial Accounts for Securitized Mortgage Loans, but excluding PFP Mortgage Loans;
- either:
  - a T&I Custodial Account for the deposit of T&I escrow funds for all Cash Mortgage Loans and Securitized Mortgage Loans; or
  - multiple T&I Custodial Accounts for Cash Mortgage Loans and multiple T&I Custodial Accounts for Securitized Mortgage Loans; and
- Custodial Accounts for the deposit of funds for which the Borrower is required to make deposits to the Servicer pursuant to a Collateral Agreement.
301.04 Servicer Liability

301.04A Responsibility of Servicer

The Servicer is responsible for the safekeeping at all times of the deposits held in Custodial Accounts. The Servicer must establish appropriate methods for monitoring the financial viability of the depositories that hold custodial funds.

301.04B Servicer Liable for Losses

Fannie Mae will hold the Servicer liable for all losses of funds deposited in Custodial Accounts, including any damages Fannie Mae suffers because of delays in obtaining such funds, regardless of whether the Servicer has complied with the requirements of the Guide.

301.04C No Reimbursement for Losses

Any losses incurred by the Servicer will not be reimbursed by Fannie Mae nor permitted to be applied by the Lender in the calculation of any Mortgage Loan loss claim.

301.04D Overdrafts Not Permitted

A Custodial Account must not be overdrawn at any time. If an overdraft occurs, the Servicer must immediately advance the Servicer’s own funds to cure the overdraft.

Section 302 Establishment of Custodial Accounts

302.01 Notification Requirements

302.01A Establishment of a Custodial Account

Whenever the Servicer establishes a Custodial Account, the Servicer and the depository institution maintaining such account must execute the following forms, as applicable:

- a Letter of Authorization for Multifamily P&I Custodial Account (Form 2050);
- a Letter of Authorization for Multifamily T&I Custodial Account (Form 2052); or
- a Letter of Authorization for Multifamily Collateral Agreement Custodial Account (Form 2051).

The executed form should be sent to:

Fannie Mae
302.01B Changes to a Custodial Account

The Servicer and the depository institution must execute and forward the appropriate Form 2050, Form 2051, or Form 2052 to Fannie Mae, within 30 days after the event, if it:

- changes the Eligible Depository for any Custodial Account (note that the Servicer must provide Fannie Mae with a new Letter of Authorization for any Custodial Account moved to a different Eligible Depository); or
- changes account information on an existing Custodial Account.

302.01C Termination of a Custodial Account

The Servicer must execute and forward the appropriate Form 2050, Form 2051, or Form 2052 to Fannie Mae, within 30 days after it closes or ceases to use any Custodial Account for which an executed Letter of Authorization is on file with Fannie Mae.

302.02 Titling of Custodial Accounts

The Servicer must send Fannie Mae the account title of each Custodial Account at the time the Custodial Account is established or changed. A copy of a signature card, bank statement, or system generated screen print must be submitted with the appropriate Letter of Authorization (see Part V, Chapter 3: Custodial Account Requirements, Section 302.01A: Establishment of a Custodial Account). Custodial Accounts must be titled as follows:

<table>
<thead>
<tr>
<th>Custodial Account Type</th>
<th>Required Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>P&amp;I Accounts</td>
<td>[Name of Servicer], as agent, trustee, and/or bailee for Fannie Mae and/or payments of various mortgagors and/or various owners of interests in mortgage-backed securities (Custodial Account)</td>
</tr>
<tr>
<td>T&amp;I Accounts</td>
<td>[Name of Servicer], as agent, trustee, and/or bailee for Fannie Mae and/or payments of various mortgagors and/or various owners of interests in mortgage-backed securities (Custodial Account)</td>
</tr>
</tbody>
</table>
Collateral Agreement Accounts

[Name of Servicer], as agent, trustee, and/or bailee for Fannie Mae and/or payments of various mortgagors and/or various owners of interests in mortgage-backed securities (Custodial Account)

### 302.03 Daily Cutoff

The Servicer must establish a reasonable daily cutoff of its work to ensure that collections are credited to the appropriate Custodial Account no later than the Business Day following receipt of such collections.

### Section 303 P&I Custodial Accounts

#### 303.01 Purpose of P&I Custodial Accounts

P&I Custodial Accounts are for the deposit of all Borrower payments of P&I due and owing on a Mortgage Loan, including any unscheduled payments of principal, interest, or the recovery of any Delinquency Advances made by the Servicer. The Servicer must deposit any funds received for such purpose in a P&I Custodial Account as soon as practicable, but no later than the second Business Day (including any time during which funds are in a Clearing Account or general ledger account) after receipt by Servicer.

#### 303.02 P&I Commingling Restrictions

##### 303.02A Maintain Multiple P&I Custodial Accounts

The Servicer is required to maintain multiple P&I Custodial Accounts, at least one for each of the following products or executions, for which the Servicer makes P&I collections:

- Cash Mortgage Loans, including:
  - Cash Mortgage Loans originated under the Guide, the DUS Guide, or the NT Guide; or
  - PFP Mortgage Loans originated under the Guide, the DUS Guide, or the NT Guide;

- MBS Mortgage Loans (including MBS Mortgage Loans originated under the Guide, the DUS Guide, or the NT Guide, but excluding Prior Approval Loans);

- Prior Approval Loans;

- Muni Mae Loans;

- Credit Enhancement Mortgage Loans or transactions involving...
Credit Enhancement Instruments;

- Real Estate Mortgage Investment Conduit ("REMIC") transactions originated under the NT Guide; and
- other Securitized Mortgage Loans.

303.02B  No Commingling Permitted

The Servicer must deposit all P&I collections for Mortgage Loans into the P&I Custodial Accounts specifically established for each product or execution type as described in this Section, and may not commingle funds for any other product or execution, except as permitted above. For example, P&I funds for Cash Mortgage Loans may not be commingled with P&I funds for MBS Mortgage Loans, but Cash Mortgage Loans originated under the Guide may be commingled with P&I funds for Cash Mortgage Loans originated under the NT Guide.

303.03  Withdrawals from P&I Custodial Accounts

The Servicer may withdraw funds from the P&I Custodial Account only for the following purposes:

- to remit funds to Fannie Mae;
- to reimburse the Servicer for a Delinquency Advance that is recovered from subsequent collections from or on behalf of the Borrower for the Mortgage Loan for which the Delinquency Advance was made;
- to remove funds that were deposited to the account in error;
- to transfer interest or other investment earnings applicable to demand deposit accounts or money market accounts;
- to pay the Guaranty Fee (unless the Servicer has received notice that an event of default by the guarantor of any Security Trust Indenture has occurred);
- to remove fees, charges, or other such amounts that are deposited on a temporary basis in the account, such as late charges, Servicing Fees, or unsecuritized excess spread due the Servicer (i.e., when the Pass-Through Rate on a specific Mortgage Loan is greater than the Pass-Through Rate of the MBS Pool backed by that Mortgage Loan); or
- to clear and terminate the account or transfer any funds to one or more other Custodial Accounts as may be permitted in this Guide.

303.04  Use as a Clearing Account Not Permitted
The Servicer may not use any P&I Custodial Account as a Clearing Account. The Servicer must establish a separate account in an Eligible Depository for this purpose.

Section 304  Tax and Insurance Custodial Accounts

304.01  Purpose of T&I Custodial Accounts

T&I Custodial Accounts are for the deposit of all Borrower payments for taxes, assessments, ground rents, insurance premiums, and any Servicing Advances made by the Servicer for such items.

304.02  T&I Commingling Restrictions

Funds in T&I Custodial Accounts must not be commingled with funds in P&I Custodial Accounts or Collateral Agreement Custodial Accounts. The Servicer may establish:

- a single T&I Custodial Account for all T&I deposits; or
- separate T&I Custodial Accounts, with all Cash Mortgage Loans segregated in a single T&I Custodial Account, and all Securitized Mortgage Loans segregated in another.

Separate T&I Custodial Accounts for individual Mortgage Loans or individual Borrowers may be allowed, but only with Fannie Mae’s prior consent.

304.03  Prohibited Use of T&I Custodial Account Funds

Funds in any T&I Custodial Account must not be used to:

- supplement the Borrower’s monthly payment obligation to Fannie Mae;

- reimburse the Servicer for any Servicing Advances unless the Servicing Advance is recovered from subsequent collections from or on behalf of the Borrower for the Mortgage Loan for which the Servicing Advance was made; or

- supplement a shortfall in any Borrower’s tax or insurance obligation by using another Borrower’s tax or insurance deposits. Use of a Borrower’s tax or insurance deposits for a shortfall in either a tax or insurance obligation of that Borrower is permitted so long as the Servicer adjusts future deposits as required by the Guide.

Section 305  Collateral Agreement Custodial Accounts
305.01 Purpose of Collateral Agreement Custodial Accounts

If required by the Loan Documents, the Servicer must establish Collateral Agreement Custodial Accounts for deposits to be made by the Borrower:

- into a Completion/Repair Escrow;
- into a Replacement Reserve;
- into an escrow required to fund operating deficits; and
- into any other escrow required by any Collateral Agreement.

305.02 Commingling Restrictions

Collateral Agreement Custodial Account funds must not be commingled with either P&I or T&I funds. The Servicer may establish one account for all of its Collateral Agreement deposits, or establish a separate Custodial Account for each:

- Mortgage Loan;
- type of Collateral Agreement;
- Borrower; or
- individual Collateral Agreement.

The Servicer must notify its Fannie Mae Representative, as provided by Part V, Chapter 3: Custodial Account Requirements, Section 302.01C: Termination of a Custodial Account, when any Collateral Agreement Custodial Account is closed due to a disbursement of all funds and satisfaction of all responsibilities under the applicable Collateral Agreement.

Section 306 Interest-Bearing Accounts

306.01 Interest-Bearing Account Requirements

The Custodial Accounts may be interest-bearing, provided that:

- the Custodial Account complies with all applicable local, state, and federal laws and regulations for accounts containing Borrower’s funds; and
- funds in the Custodial Account are available for withdrawal on demand and without prior notice or early withdrawal penalty.

Custodial Accounts that limit the number of withdrawals may be maintained, but the Servicer is responsible for any excess withdrawal penalties.
306.02 Loan Documents May Require Interest-Bearing Accounts

If the Loan Documents require that the deposits into the particular Completion/Repair Escrow, Replacement Reserve, or other Collateral Agreement Custodial Account be held in an interest-bearing account, then the Servicer must fully comply with such requirement.

Section 307 Clearing Accounts

307.01 Clearing Accounts Permitted

If deposits and disbursements cannot be made directly to or from the Custodial Accounts, the Servicer may use a Clearing Account. When a Clearing Account is used, a separate account must be established for collections and disbursements.

307.02 Custodial Account Requirements Applicable to Clearing Accounts

Any Clearing Account used by the Servicer for the deposit and transfer of funds collected in connection with a Mortgage Loan must be established at an Eligible Depository. The titles of the accounts must reflect that they are custodial in nature and the depository in which the accounts are maintained must be informed in writing that they are Custodial Accounts. While a Clearing Account is not required to be titled in Fannie Mae’s name, the Servicer’s records must clearly identify Fannie Mae’s interest in any funds deposited in a Clearing Account.

307.03 Clearing Account Activity Guidelines

Clearing Account activity must follow the guidelines set forth below.

307.03A Timing for Crediting to Custodial Account

Collections deposited to the Clearing Account must be credited to the applicable Custodial Account by the first Business Day after the Servicer receives them unless transfer of funds occurs via ACH, in which case an additional Business Day is permitted to complete the transfer. Fannie Mae’s allowance of this additional day to deposit funds into the Custodial Account does not extend the date by which the Servicer must remit funds to Fannie Mae.

307.03B Debit and Credit Memos Permitted

Debit and credit memos may be used to transfer funds between the Clearing Account and the Custodial Account.

307.03C Using Checks
Checks that transfer funds from a Custodial Account (other than a P&I Custodial Account) to a disbursement Clearing Account must be deposited to the disbursement Clearing Account concurrent with, or prior to, the issuance of any check drawn on the Clearing Account.

**307.03D Insufficient Funds Checks**

Checks returned for "insufficient funds" may be netted against another day’s collections, or a check may be drawn on the Custodial Account to reimburse the Clearing Account.

**307.03E Records and Audit Trails**

Adequate records and audit trails must be maintained to support all credits to, and charges from, the Borrower’s payment records and the Clearing Accounts.

**Section 308 Drafting Accounts**

**308.01 Establishing Drafting Accounts**

To simplify the transfer of funds to Fannie Mae, the Servicer may use Drafting Accounts. Any Drafting Account must be established at an Eligible Depository, and the title of the Drafting Account must reflect that it is custodial in nature. The depository must be given written notification that the Drafting Account is a Custodial Account established for the benefit of Fannie Mae.

**308.02 Consolidated Custodial Account**

A Letter of Authorization (Form 2050) must be submitted to Fannie Mae when establishing a consolidated Custodial Account for drafting purposes.

**308.02A Distinct Custodial Accounts for Securitized Mortgage Loans (Other Than PFP MBS)**

Separate consolidated Custodial Accounts must be used for drafting P&I remittances for Securitized Mortgage Loans (other than PFP MBS), and other separate consolidated Custodial Accounts must be used for remittances for all other products and executions.

**308.02B Timely Remittance**

If the Servicer establishes one or more consolidated Custodial Accounts for drafting funds to Fannie Mae, the Servicer must move all funds due Fannie Mae into the consolidated Custodial Account in time to meet Fannie Mae’s remittance requirements.
308.02C Commingling of P&I Funds Permitted for Cash executions

A Servicer that services multiple Multifamily Mortgage Business products and executions for Cash Mortgage Loans may commingle temporarily P&I funds for all such products and executions under its master five-digit Servicer number into one Drafting Account that has been designated as a consolidated Drafting Account for such Cash Mortgage Loans.

308.02D Commingling of P&I Funds Permitted for Securitized Mortgage Loans

A Servicer that services multiple Multifamily Mortgage Business products and executions for Securitized Mortgage Loans may commingle temporarily P&I funds for all such products and executions under its master five-digit Servicer number into one Drafting Account that has been designated as a consolidated Drafting Account for such Securitized Mortgage Loans.

308.02E Separate Accounts for P&I Funds Permitted

The Servicer may designate one Drafting Account for P&I funds for each product and execution that the Servicer services under each of its nine-digit Servicer numbers.

308.02F Corporate/General Lender Accounts Not Permitted

The Servicer’s corporate, general ledger, or other internal operating account may not be designated as a Drafting Account.

308.02G Timing of Commingling

When the Servicer commingles funds, the funds must not be commingled earlier than the Business Day preceding the Business Day on which the funds are to be drafted.

308.02H Election of Cash Remittance System or Automated Drafting System Required

The Servicer must use either the Cash Remittance System or the Automated Drafting System (the system used for remittances related to Securitized Mortgage Loans). When the Servicer establishes a consolidated Custodial Account for the Cash Remittance System, the Servicer cannot establish a separate consolidated Custodial Account under the Automated Drafting System.

308.02I Required Records

The Servicer must maintain records on an individual Mortgage Loan level basis regarding the sources of the commingled funds.
Section 309  Custodial Account Reconciliations

The Servicer must perform a monthly analysis and reconciliation of each of the following Custodial Accounts maintained by the Servicer:

- P&I;
- T&I; and
- Collateral Agreement.

At a minimum, the reconciliation must include:

- a depository reconciliation;
- composition of cashbook balance; and
- an explanation of line items.

Fannie Mae may review the Servicer’s reconciliation, including an explanation of any adjustments made by the Servicer, the specific cashbook balances, and any individual components.

While Fannie Mae does not prescribe a record keeping method for the Servicer to use to generate a cashbook balance, the Servicer must:

- maintain the integrity of the Custodial Account balances that it reports on the reconciliation forms; and
- be able to substantiate each of the cashbook components.

At a minimum, the Servicer must retain sufficient detail to perform the following cashbook computation:

<table>
<thead>
<tr>
<th>Function</th>
<th>Beginning Cashbook Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>+</td>
<td>Receipts</td>
</tr>
<tr>
<td>-</td>
<td>Disbursements</td>
</tr>
<tr>
<td>+/-</td>
<td>Cashbook Adjustments</td>
</tr>
<tr>
<td>=</td>
<td><strong>Ending Cashbook Balance</strong></td>
</tr>
</tbody>
</table>

Section 310  Taxes, Assessments, Insurance Premiums, and Other Charges/Obligations

310.01 Taxes and Insurance and Other Custodial Accounts

The Servicer must ensure that all applicable real estate taxes, special assessments, insurance premiums, ground rents, and other charges...
or obligations that could become Liens against the Property are paid on a timely basis. If the Servicer is collecting T&I Payments, the Servicer must pay any penalty or late fee incurred for failing to make timely payments.

### 310.02 Collections for T&I and Other Obligations

#### 310.02A T&I and Other Obligations

Unless precluded by the Loan Documents, the Servicer must collect monthly payments from the Borrower for T&I to ensure that adequate funds will be on deposit to timely pay all of the following (the “T&I Obligations”):

- real estate taxes;
- special assessments;
- water and sewer assessments which, if unpaid, would give rise to a Lien against the Property;
- insurance premiums;
- Ground Lease payments (if applicable); and
- any other similar charges or obligations.

The Servicer may engage qualified third parties to manage the:

- collection of funds deposited into the T&I Custodial Account; and
- payment of T&I Obligations, provided that the Servicer adequately manages and monitors the vendor.

#### 310.02B Collections for T&I Obligations

All collections by the Servicer from the Borrower for the payment of T&I Obligations must be deposited in a T&I Custodial Account meeting the requirements for a Custodial Account described in Part V, Chapter 3: Custodial Account Requirements, Section 301.02: Custodial Account Types, Investments, and Depositories.

#### 310.02C No Financing for T&I Obligations

The Servicer must not provide financing to the Borrower, or otherwise permit the Borrower to obtain financing, in order to pay any T&I Obligation.

### 310.03 Interest Earned on T&I and Other Custodial Accounts

The Servicer must comply with any applicable law, regulation, or
other legal requirement that obligates the Servicer to pay to the Borrower interest earned on the T&I Custodial Account, otherwise the Servicer may retain such interest.

310.04 Accounting for T&I Custodial Accounts

The Servicer is responsible for maintaining and administering all funds collected from the Borrower and held in a T&I Custodial Account on a Mortgage Loan basis. At a minimum, the Servicer must account for the following in connection with each Mortgage Loan:

- the amounts of, and payment deadlines for, all T&I Obligations that must be funded from the T&I Custodial Account;
- the monthly funds due for deposit into the T&I Custodial Account;
- the funds actually received and deposited in the T&I Custodial Account;
- all withdrawals made from the T&I Custodial Account; and
- any amounts advanced by the Servicer as Servicing Advances for T&I Obligations.

310.05 Commingling of Funds in T&I Custodial Accounts

The Servicer may use a single T&I Custodial Account to hold funds collected from multiple Borrowers for the aggregate T&I Obligations of such Borrowers.

310.06 T&I Account Shortfalls

The Servicer must not use funds collected from one Borrower to pay obligations of another Borrower. Any shortfall in the T&I Custodial Account for a particular Borrower must be paid by that Borrower, or by the Servicer in the form of a Servicing Advance. The Servicer is responsible for any misuse of funds and shortfalls in the T&I Custodial Account.

310.07 Periodic Analysis of Borrower’s T&I Obligations and Custodial Account Collections

310.07A Timing of Analysis

The Servicer must analyze its T&I Custodial Account records:

- annually for each Mortgage Loan; and
- when a change occurs in the T&I Obligations for any Borrower.

The Servicer must determine whether the Borrower’s funds held in
the T&I Custodial Account, together with the Borrower's required monthly deposit into the T&I Custodial Account, are sufficient to make timely payments for all upcoming T&I Obligations for that Borrower.

310.07B Insufficient Borrower Funds

If the Borrower's funds held in the T&I Custodial Account are insufficient to timely pay all T&I Obligations, the Servicer must:

- bill the Borrower for any shortage; and/or
- increase the Borrower's monthly payment into the T&I Custodial Account to ensure that funds are available to timely pay all T&I Obligations due.

Provided the amount of the Borrower's future deposits are adjusted as required above, the Servicer may use:

- a Borrower's deposits for taxes in the T&I Custodial Accounts for a shortfall in that Borrower's insurance T&I Obligation; or
- a Borrower's deposits for insurance in the T&I Custodial Accounts for a shortfall in that Borrower's tax T&I Obligation.

310.07C Custodial Account Surplus

The Servicer must ensure the Borrower's funds held in the T&I Custodial Account are sufficient to timely pay all applicable T&I Obligations due. However, the Servicer may not maintain a surplus in the T&I Custodial Account equal to more than 2 monthly T&I payments for any Borrower. At the time of the T&I Custodial Account analysis, provided that no event of default by the Borrower or any other party under any of the Loan Documents beyond any applicable grace or cure period has occurred, the Servicer must either:

- refund the amount of the surplus in excess of the 2 monthly T&I payments to the Borrower; or
- reduce the amount of the Borrower's required monthly deposit into the T&I Custodial Account to ensure that the surplus will be reduced by the amount exceeding 2 monthly T&I payments within 12 months.

If an event of default by the Borrower or any other party under any of the Loan Documents beyond any applicable grace or cure period has occurred, no surplus from the T&I Custodial Account may be refunded to the Borrower.

310.08 Annual T&I Custodial Account Statements
By January 31st of each year, the Servicer must provide the Borrower with either a written statement, or notice and access to an electronic statement, detailing all activity relating to the Borrower’s T&I Custodial Account during the preceding calendar year. The statement must include:

- the balance of the Borrower’s funds on deposit in the T&I Custodial Account at the beginning of the preceding calendar year;
- the total deposits made by the Borrower into the T&I Custodial Account during the preceding calendar year;
- the total withdrawals made by the Servicer during the preceding calendar year, and an itemization of the amounts of the specific T&I Obligations and other charges (e.g., real estate taxes, insurance premiums, etc.) that were paid with such withdrawals;
- the balance of the Borrower’s funds on deposit in the T&I Custodial Account at the end of the calendar year; and
- the amount of interest, if any, paid or credited to the Borrower on the Borrower’s funds on deposit in the T&I Custodial Account.

The Servicer’s monthly statement to the Borrower may be used as a substitute for the annual statement of the Borrower’s funds on deposit in the T&I Custodial Account so long as such monthly statements are itemized and reflect cumulative deposits and withdrawals. The Servicer may be required to submit copies to Fannie Mae of the statements of any or all Borrower funds on deposit in the T&I Custodial Accounts.
Chapter 4  Asset Management: Loan Document Administration

Section 401  Servicing Requirements

401.01  General

This Chapter covers asset management of performing Mortgage Loans. This Chapter does not apply to Non-Performing Mortgage Loans, unless otherwise stated. For asset management of Non-Performing Mortgage Loans, the Servicer must comply with Part V, Chapter 6: Watchlist Management and Part V, Chapter 7: Non-Performing Mortgage Loans. This Chapter covers the Servicer’s:

- administration of Loan Documents, including Collateral Agreements;
- review of a delegated and non-delegated Borrower request;
- approval of a delegated Borrower request;
- management of insurance matters;
- review of Transfer/Assumption requests; and
- administration of specialty product types.

The Servicer must submit all Borrower requests, along with any additional information and required documents, through the MAMP. If submitting through the MAMP is not feasible, overnight mail must be used and sent to:

Fannie Mae
Attention: (Drawer AM, Structured AM, Seniors AM, or Assumption/Transfer)
1100 15th Street, NW
Washington, DC  20005.

Fannie Mae email addresses and contact information for notices required in this Chapter are located in the Glossary.

401.02  Monitoring Compliance with Loan Documents

For each Mortgage Loan, the Servicer must monitor the Borrower’s compliance with the terms and conditions of the Loan Documents, and facilitate compliance or take appropriate actions to address any instance of noncompliance. All Loan Documents and all other documents required to be retained by the Servicer must be maintained in accordance with the Program Rules.

In the event of any conflict between or among the requirements of the Guide, the Disclosure Documents, the Lender Contract, and the Loan Documents, the governing priority shall be, in
order:
  - Loan Documents;
  - Disclosure Documents;
  - Lender Contract; and
  - Guide.

Section 402  Delegation of Decision-Making Authority; Retention of Outside Legal Counsel

402.01  Delegation of Decision-Making Authority

Fannie Mae delegates significant decision-making authority and responsibility to the Servicer to the extent specified in the Multifamily Asset Management Delegated Transaction Forms (Form 4636 series) (each, the “Delegated Transaction Form”), covering the following matters:

- Transfers/Assumptions (Form 4636.TA);
- Commercial Leases (Form 4636.CL);
- Condemnations (Form 4636.C);
- Condominium/Cooperative Property Conversions (Form 4636.CC);
- Easements (Form 4636.E);
- Oil, Gas, or Mineral Rights Leases (Form 4636.OGL);
- Partial Releases of Collateral (Form 4636.PR);
- Property Management Changes (Form 4636.PM); and
- Use Conversions (Form 4636.UC).

The Servicer must follow the instructions in the Delegated Transaction Form, which will specify which matters are delegated and which are non-delegated. All delegated and non-delegated requests must be submitted through the MAMP, with the Delegated Transaction Form and the required supporting documents.

A transaction memo must be submitted for any unusual matters not covered in the Guide, or matters that could materially affect Fannie Mae’s security interests, investment interests, or the interests of Investors in Securitized Mortgage Loans. Decision-making authority is more limited for Credit Facilities, Bulk Deliveries, and certain Seniors Housing Loan matters. Neither the Servicer nor Fannie Mae has the authority to waive any local, state, or federal law or regulation.
402.02 Retention of Outside Legal Counsel

Fannie Mae often retains outside legal counsel to review non-delegated matters or other matters that require Fannie Mae’s legal review. In such instance, the Servicer must obtain the Borrower’s written agreement to pay the reasonable legal fees and expenses of Fannie Mae’s counsel before any legal work may commence.

If Fannie Mae outside counsel review is required or requested, the Borrower must pay the applicable legal fee, which will either be a fixed fee or an estimated fee depending on the type of request. For an estimated fee request, the Servicer must notify the Borrower that the actual legal fee may be higher or lower than the estimate, depending on the ultimate scope of the request, and the time needed to resolve the issue.

Fannie Mae will:

- apprise the Servicer of any likely increases in the estimated review fee;
- provide the Servicer the amount of the fee for any fixed fee request; and
- provide the Servicer a summary invoice directly from Fannie Mae’s outside counsel.

Upon receipt of the invoice, the Servicer must arrange for payment of Fannie Mae’s legal fees. The legal fee must be collected from the Borrower before engaging Fannie Mae outside counsel.

Section 403 Execution of Documents by Servicer – Limited Power of Attorney

Fannie Mae may provide the Servicer with a Limited Power of Attorney conferring the right to execute certain documents as attorney-in-fact on behalf of Fannie Mae. If granted, the actions authorized in the Limited Power of Attorney will be specifically limited, and allow the Servicer to execute only those documents listed in the Limited Power of Attorney. To exercise the Limited Power of Attorney the Servicer must execute documents as “[Name of Servicer], as Attorney-in-Fact for Fannie Mae”. The Servicer’s designation as attorney-in-fact will be subject to review and renewal, and the power granted under the Limited Power of Attorney may be revoked by Fannie Mae at any time. Requests for new and replacement Limited Power of Attorney should be submitted through the MAMP or as required by Part V, Chapter 4: Asset Management: Loan Document Administration, Section 401.01: General. As each Limited Power of Attorney expires on a specified date according to its terms, the Servicer must monitor the expiration date and request a new Limited Power of Attorney at least 30 days prior to the expiration date.
Section 404  Execution of Documents by Fannie Mae

404.01 Submission of Documents to Fannie Mae

All documents requiring execution by Fannie Mae (clearly identified by Fannie Mae Loan Number) must be sent to Multifamily Asset Management. Fannie Mae will execute the documents without prior review if the Servicer provides the certifications described in this Section.

The Servicer must include directions for returning the documents, including:

- contact name;
- overnight delivery mailing address;
- phone number; and
- email address.

404.02 Servicer Certification When Fannie Mae Approval Is Not Required

For any document submitted to Fannie Mae for execution when the servicing decision has been delegated to the Servicer, the Servicer must provide written certification to Fannie Mae that:

- the Servicer has reviewed the proposed transaction, and approval by the Servicer is in compliance with the Guide, the Loan Documents, any Disclosure Documents, and the Lender Contract;
- the Servicer has approved the proposed transaction;
- no approval or waiver is required from Fannie Mae;
- Servicer’s legal counsel has reviewed and approved all relevant documents associated with the transaction, and determined that those documents are sufficient to fully effectuate the transaction; and
- any material changes to Fannie Mae form Loan Documents have been approved by Fannie Mae.

404.03 Servicer Certification When Fannie Mae Approval Is Required

For any document submitted to Fannie Mae for execution when the servicing decision has not been delegated to the Servicer, the Servicer must provide written certification to Fannie Mae that:

- the Servicer has reviewed the proposed transaction, and approval by the Servicer is not delegated under the Guide;
- the Servicer recommends approval by Fannie Mae of the proposed transaction;
- any required waivers have been submitted by the Servicer;
- Servicer’s legal counsel has reviewed and approved all relevant documents associated with the transaction, and determined that those documents are sufficient to fully effectuate the transaction; and
- any material changes to Fannie Mae form Loan Documents have been approved by Fannie Mae.

Section 405 Fees Due to Fannie Mae

Certain fees may be due to Fannie Mae in connection with a Borrower servicing request. The specified fees are for typical requests; however, higher fees may be required for complicated or non-standard requests, or for other matters not specified in this Chapter. No later than 10 Business Days following receipt of any fee by the Servicer, the Servicer must remit to Fannie Mae, by wire transfer of immediately available funds, Fannie Mae’s portion of the fee. The Servicer must submit the wire transfer confirmation number, wire date, and wire amount through the MAMP immediately following each funds transfer, as follows:

ABA Number: 021 039 500
Telegraphic Abbreviation: FNMA/NYC
Account Number: 169220242
Note: Type of fee (e.g., Assumption/Transfer), Fannie Mae Loan Number and Property Name
Attention: Trans code 507 - GL 747669921.

Section 406 Follow-Up Actions by the Servicer

The Servicer must take all applicable actions required to fully effectuate the transaction, including:

- amending the recorded Security Instrument or filed Uniform Commercial Code (UCC) financing statements;
- updating the Property survey;
- obtaining an endorsement to the mortgagee’s title insurance policy showing no impairment of Fannie Mae’s Lien position, and dating down title to reflect any recorded amendment to the Security Instrument;
- recording all applicable documents, and sending the required documents through the MAMP;
- sending an executed original copy of any new or amended Loan Document to Fannie Mae at:

Fannie Mae
following the requirements of Part V, Chapter 3: Custodial Account Requirements, Section 301: Custodial Accounts if changes are required to any existing Collateral Agreement Custodial Account, or if any new Collateral Agreement Custodial Account must be established in connection with the transaction;

- retaining copies of all documents, correspondence, and any internal notes or analysis relating to the transaction in the Servicing File; and

- taking any other actions the Servicer or its legal counsel determines are necessary.

Section 407 Subordinate Financing

407.01 Non-Fannie Mae Subordinate Financing

A Subordinate Loan is generally not permitted unless it complies with Fannie Mae’s requirements. Approval of any Subordinate Loan is not delegated to the Servicer and must be approved in advance by Fannie Mae. Additionally:

- with respect to any Subordinate Loan, the Servicer must abide by the terms and conditions of the Loan Documents, the Guide, and any Disclosure Documents, provided that the Loan Documents will control in the case of any conflict;

- unless the Loan Documents explicitly allow a Subordinate Loan, the Servicer must not permit the Borrower, without prior Fannie Mae approval, to incur the Subordinate Loan or allow a Lien securing the Subordinate Loan to be placed against the Property;

- if the Loan Documents explicitly allow a Subordinate Loan without the approval of the Lender, the consent of the Servicer or Fannie Mae is not required; however, notice of the Subordinate Loan and a copy of any documents must be submitted through the MAMP;

- the Borrower and the subordinate lender must enter into and record the appropriate Subordination Agreement (Form 6414 or Form 6456); and

- the proceeds of the Subordinate Loan must benefit the Property (i.e., cash-out financing is not permitted).

The Servicer must immediately notify Multifamily Asset
Management in writing upon learning of any unauthorized additional unsecured debt or indebtedness secured by a Lien on the Property or of any pledge of ownership interests that is not permitted by the Loan Documents, and send the Borrower a Reservation of Rights Letter (Form 4804) with a copy submitted through the MAMP. Fannie Mae will determine whether to approve the Subordinate Loan, or exercise its remedies.

407.02 Prerequisite for Subordinate Financing

Part III, Chapter 14: Supplemental Mortgage Loans, contains the requirements for Supplemental Mortgage Loans, and Part III, Chapter 7: Multifamily Affordable Housing Properties contains additional requirements for subordinate financing with respect to a Multifamily Affordable Housing Property. The Servicer must ensure adherence to all applicable requirements.

407.03 Fees for Subordinate Financing

The Borrower must pay the Servicer a $2,500 review fee. The Servicer may increase or decrease its fee at its discretion. No Fannie Mae review fees are due. The Servicer may also seek reimbursement from the Borrower for all reasonable out-of-pocket costs, including reasonable legal fees incurred by Servicer’s counsel.

If Fannie Mae outside counsel is engaged, the Borrower must pay its fee, estimated at $2,500 for Subordinate Financing requests. The actual legal fee may be higher or lower, depending on the ultimate scope of the request and the time necessary to resolve. The Servicer will receive a summary invoice directly from Fannie Mae outside counsel and must arrange for payment. The Servicer will be apprised of any likely increases in the estimated review fee. The estimated legal fee must be collected from the Borrower before engaging Fannie Mae outside counsel.

407.04 Submitting the Request for Subordinate Financing

Any Borrower request for approval of a Subordinate Loan must be reviewed by the Servicer. If acceptable, the request must be submitted for approval through the MAMP in accordance with the following:

- the Servicer must submit the request to Fannie Mae at least 30 days before the projected closing date of the Subordinate Loan; and
- the submission must contain:
  - an Appraisal (obtained at the Borrower’s cost), dated no earlier than 90 days prior to the date of the Borrower request for approval of the Subordinate Loan, that complies with Part II, Chapter 2: Valuation and Income, Section
201: Market and Valuation;

- Servicer’s underwriting spreadsheet showing the Subordinate Loan’s effect on the Property’s income, expenses, NCF, DSCR, and LTV;
- a copy of the final, unsigned loan documents evidencing the Subordinate Loan, with the loan amount, interest rate, payment schedules, and all other transaction related information completed;
- the MBA Master Inspection Form documenting a physical inspection of the Property, performed at Borrower’s expense, occurring no earlier than 90 days before the date of the Borrower request for the Subordinate Loan; provided that, if the Servicer’s inspection of the Property reveals that the Property is not being properly maintained, the Borrower request will not be approved by Fannie Mae unless:
  - a Replacement Reserve is sufficiently funded; and
  - the Borrower makes any immediate repairs identified by the Servicer prior to the closing date of the Subordinate Loan; and
- a title policy endorsement for the Property showing no unauthorized Liens or encumbrances of any nature against the Property.

For a Cooperative Property, the Subordinate Loan is unacceptable if the potential increase in the Cooperative Maintenance Fee necessary to cover P&I on the Subordinate Loan exceeds 10% of the current Cooperative Maintenance Fee.

407.05 Fannie Mae Approval and Execution

Fannie Mae will provide the Servicer with a written decision regarding the Borrower request, after which the Servicer must notify the Borrower in writing and retain the notice in the Servicing File.

407.06 Subsequent Servicer Actions

The Servicer must:

- not permit any changes to the form Subordination Agreement (Form 6414 or Form 6456) without the prior written consent of Fannie Mae;
- obtain a satisfactory title policy endorsement effective as of the date of recordation of the subordinate security instrument that:
- insures the Lien of the Security Instrument as senior to the Lien of the subordinate security instrument; and
- reflects the recordation of the Subordination Agreement;

submit a copy of the recorded Subordination Agreement through the MAMP; and
retain a copy of the recorded Subordination Agreement and the title policy endorsement in the Servicing File.

### Section 408
Administration of Collateral Agreements

#### 408.01  General Administrative Requirements

**408.01A  Administration of Funds**

The Servicer must:

- administer and manage funds or collateral under all Collateral Agreements; and
- ensure that any disbursements of funds, or other collateral releases or reductions, are:
  - approved only for valid reasons;
  - appropriately documented; and
  - consistent with the provisions of the Collateral Agreement and this Section.

**408.01B  Funds to be Held in a Custodial Account**

The Servicer must deposit funds held under a Collateral Agreement in a Custodial Account that meets the requirements of Part V, Chapter 3: Custodial Account Requirements.

**408.01C  Use of Funds**

Funds must be used only for the purposes stated in the Collateral Agreement, and must not supplement a partial P&I payment or cover any other Borrower obligation unrelated to the primary purposes of the Collateral Agreement.

**408.01D  Funds as Additional Security for Mortgage Loan**

All funds or other collateral held under a Collateral Agreement constitute additional security for the Borrower’s obligations under the Note and the other Loan Documents. In the event of a default under the Loan
Documents, Fannie Mae reserves the right to apply (or direct the Servicer to apply) the funds or other collateral held under any Collateral Agreement in any manner allowed under the terms of such Collateral Agreement. Following a default, unless instructed by Fannie Mae, the Servicer must not:

- release any funds or other collateral held under a Collateral Agreement;
- apply any funds or collateral to the repayment of the Mortgage Loan; or
- reimburse itself from such funds or collateral for any expenses or losses incurred by the Servicer.

### 408.01E Servicer’s Fees and Costs

If the Collateral Agreement contemplates the payment of fees or costs by the Borrower, the Servicer may collect and retain such fees or costs for its own account, adhering to any specific billing provisions of the Collateral Agreement. Any fees or costs retained by the Servicer must be reasonable in relation to the nature and scope of the services provided by or on behalf of the Servicer. The Servicer must not use any of the funds or other collateral held under the Collateral Agreement to cover such fees or costs. However, the Servicer may deduct such fees or costs from any disbursement of funds to the Borrower, provided such disbursements, fees, and costs are permitted under the Collateral Agreement, or if the Borrower otherwise agrees in writing.

### 408.01F Waiver or Modification of Terms of Collateral Agreement

Except as noted in this Chapter, the Servicer must not waive or modify the terms of any Collateral Agreement.

### 408.02 Achievement Agreement or Other Agreement for Additional Collateral

#### 408.02A General

The provisions of this Section govern Achievement Agreements and all Collateral Agreements, other than Replacement Reserve Repair Schedules and Completion/Repair Agreements.

The Servicer must maintain an effective system for monitoring the expiration date of any Achievement Agreement or other Collateral Agreement, and ensure that all actions required to be taken pursuant to any such agreement have been timely performed and, if not timely performed, immediately notify Multifamily Asset Management.

#### 408.02B Releases or Reductions in Collateral
Any request for a release or reduction of collateral must be processed in accordance with this Section, unless these instructions conflict with the terms and conditions of the Achievement Agreement or other Collateral Agreement.

1. General

If the Borrower has not satisfied the requirements for a release or reduction of collateral contained in the Achievement Agreement or other Collateral Agreement, the Servicer must not approve the Borrower request, and may decline the Borrower request without notice to Fannie Mae. If the Servicer determines that the Borrower has satisfied the requirements of the Achievement Agreement or other Collateral Agreement, the Servicer must recommend the release or reduction of collateral through the MAMP, accompanied by the supporting documentation listed below. Upon receipt and review of all pertinent information, Fannie Mae will approve or deny the request and notify the Servicer of its decision.

2. Supporting Documentation and Analysis

The following documentation must be submitted through the MAMP, and maintained in the Servicing File, in connection with each request for a release or reduction of collateral

(a) Income and Expense Statements; Current Rent Roll

Property income and expense statements and a current rent roll must be obtained from, and certified by, the Borrower. The statements must cover the applicable period required by the Achievement Agreement or other Collateral Agreement. Based on the Loan Documents, Parts I - III, the certified income and expense statements, and the current rent roll, the Servicer must develop a Net Cash Flow estimate to determine whether the release or reduction provisions of the applicable Achievement Agreement or other Collateral Agreement are satisfied. The income, vacancy, collection loss, and concession information should support the Effective Gross Income that the Servicer is relying on in assessing whether a release or reduction is warranted.

In deriving its estimate of Effective Gross Income, the Servicer must adjust for:

- income that was not allowed or recognized in the original underwriting;
- the effect of a partial year’s performance when the shorter period reflects the short-term, positive impact from seasonal variations that do not reflect the Property’s
year-round performance; and

- non-monetary concessions, requiring the Servicer to deduct the pro-rata value of the concession from the monthly rent for the applicable unit.

The Servicer must ensure that all appropriate types of expenses, including underwritten Replacement Reserve deposits, are included, and that any inappropriate expenses (e.g., capital improvement costs, repair costs covered by funds set aside under a Completion/Repair Agreement, partnership costs, etc.) are excluded. To avoid unwarranted releases or reductions of collateral, the expense figures must reflect stabilized operating conditions, and must not be understated due to efficiencies or savings that could not be replicated by a different owner or manager, or that would not be recognized for underwriting purposes.

The Servicer must perform a line-by-line expense analysis, including a comparison of the original underwriting estimates with the actual expenses shown on the Borrower’s income and expense statements. The Servicer must use the greater of the underwritten or the actual expense figure shown for each item on the Borrower’s statement.

(b) Property Inspection Form

The Servicer must complete the MBA Master Inspection Form reporting the results of the Servicer’s inspection of the Property. No inspection or report is required if the Servicer determines that the financial statements do not support the Borrower request for a release or reduction of collateral.

(c) Servicer’s Analysis

The Servicer must provide an analysis and recommendation regarding the release or reduction of collateral, including any calculations required under the terms of the applicable Achievement Agreement or other Collateral Agreement.

(d) Correspondence

The Servicer must provide any correspondence with the Borrower that pertains to the release or reduction request.

3. Property Inspection

Before approving any request for a release or reduction of collateral, the Servicer must perform a physical inspection of the Property to verify that:
no deferred maintenance exists;

necessary capital improvements have been made; and

the general management and operations are acceptable and characteristic of a stabilized project.

The Servicer’s inspection must occur no more than 90 days prior to the date of the submission to Fannie Mae of the release or reduction request. The Servicer must document the results of its inspection by completing the MBA Master Inspection Form.

408.02C Draws on Letters of Credit or Application of Other Collateral

1. Draws Triggered by Adverse Events

The Servicer must promptly notify Multifamily Asset Management when any of the following events occur, which could result in a draw on a Letter of Credit issued for an Achievement Agreement or other Collateral Agreement:

- a default under the Loan Documents, including the Achievement Agreement or other Collateral Agreement;

- the failure to renew or replace an expiring Letter of Credit at least 30 days prior to its expiration date, or other deadline specified in the Achievement Agreement or other Collateral Agreement; or

- the failure to replace a Letter of Credit by the replacement deadline when the Issuer is no longer acceptably rated.

The Servicer’s notice to Fannie Mae must include a recommended course of action, and be accompanied by a copy of the executed Achievement Agreement or other Collateral Agreement.

2. Draw Resulting from Non-Compliance with Issuer Rating Requirements or Expiration of Letter of Credit

If a draw on the Letter of Credit occurs due to non-compliance with the rating requirements for the Issuer or because of an imminent expiration of the Letter of Credit, Fannie Mae will hold the Letter of Credit proceeds in its designated account until the earliest of the following:

- the Borrower presents a replacement Letter of Credit and Fannie Mae agrees, in its sole discretion, to accept the Letter of Credit;

  (NOTE: Any agreement by Fannie Mae to accept a replacement Letter of Credit will be conditioned upon the Borrower’s payment of all administrative and legal costs incurred by the Servicer and Fannie Mae in connection
with the replacement of the Letter of Credit.)

- the release or reduction provisions of the applicable Achievement Agreement or other Collateral Agreement are satisfied; or
- the Borrower pays all amounts due and payable under the Loan Documents, including any required Prepayment Premium, and Fannie Mae releases the Lien of the Security Instrument.

3. **Draws Occasioned by Borrower Request**

If the Servicer receives a request from the Borrower to draw on the Letter of Credit and have the proceeds applied as a partial prepayment against the UPB, and the Loan Documents allow partial prepayments, the Servicer must immediately forward the request, along with an analysis and recommendation, including an estimate of the applicable Prepayment Premium, to Fannie Mae. If the Loan Documents do not allow partial prepayments, the Servicer must deny the Borrower request.

Fannie Mae will assess the Borrower request and determine if the proposed use of the Letter of Credit proceeds or other collateral would be in the best interest of Fannie Mae and/or the Investor in any Securitized Mortgage Loan. **Any decision to apply Letter of Credit proceeds or apply other collateral to a partial prepayment will be made by Fannie Mae in its sole discretion.** Fannie Mae will notify the Servicer of its determination and will provide appropriate follow-up instructions.

4. **No Interest on Proceeds Held by Fannie Mae**

Fannie Mae will not pay interest on the cash proceeds it holds resulting from a draw on a Letter of Credit.

### 408.03 Completion/Repair Agreement

#### 408.03A General

The Servicer must administer the Completion/Repair Agreement to ensure the timely implementation of all Completion/Repairs.

#### 408.03B Extensions for Completion/Repair Agreement

The Servicer is delegated the authority to extend the time limits for making Completion/Repairs if:

- the Completion/Repairs subject to the extension request do not involve life safety issues; and
- the Mortgage Loan does not have a Fannie Mae risk rating of
Substandard or Doubtful.

Notwithstanding the above, the Servicer is delegated the authority to grant a one-time extension of 30 days for a life safety issue if the Borrower is diligently pursuing completion of the related Completion/Repair.

The duration of any permitted non-life safety extension may not exceed:

- 1 year past the completion date specified in the Completion/Repair Agreement for that Completion/Repair, for a Mortgage Loan with no Loss Sharing; and
- 2 years past the completion date specified in the Completion/Repair Agreement for that Completion/Repair, for any Mortgage Loan with Loss Sharing.

The Servicer is delegated the authority to grant a one-time extension of up to 90 days for any Completion/Repairs that are Efficiency Measures which the Borrower agreed to implement to qualify as a Green Rewards Mortgage Loan. The Servicer is not delegated the authority to extend the time limit beyond 90 days.

408.03C Amendments to Completion/Repair Agreements

Servicers are delegated the authority to move required Completion/Repairs from the Completion/Repair Agreement to the Replacement Reserve Schedule, and the associated deposit from the Completion/Repair Escrow into the Replacement Reserve, provided:

- the Completion/Repair does not involve life safety issues;
- delaying the Completion/Repair will not materially negatively impact the Property; and
- the total amount of Completion/Repairs being transferred does not exceed the lesser of (i) 25% of the original Completion/Repairs total, or (ii) $75,000.

Notwithstanding the above, the Servicer is not delegated the authority to move required Completion/Repairs to the Replacement Reserve Schedule for any Efficiency Measures that the Borrower agreed to implement in order to qualify as a Green Rewards Mortgage Loan or a Green Preservation Plus Mortgage Loan.

The Servicer must submit the amended Completion/Repair Agreement through the MAMP, send the original to the Document Delivery Facility, and retain a copy in its Servicing File.

408.03D Servicer’s Administrative Requirements
For any Completion/Repair Agreement, the Servicer must:

- retain a copy of the executed Completion/Repair Agreement in its Servicing File;
- hold all Completion/Repair Escrow funds in an account that meets the Custodial Account requirements of Part V, Chapter 3: Custodial Account Requirements;
- ensure that all necessary permits are obtained, and that all required work is satisfactorily completed in a good and workmanlike manner by the completion dates stipulated in the Completion/Repair Agreement;
- process Borrower requisitions for funds in accordance with the terms and conditions of the Completion/Repair Agreement;
- perform required inspections of completed work and, if appropriate, work in progress and, if necessary, arrange inspections by qualified professionals;
- ensure that the work done under the Completion/Repair Agreement does not result in any mechanics’ Liens, materialmen’s Liens, or other Liens that have not been acceptably bonded over;
- promptly notify Fannie Mae of any default under the Completion/Repair Agreement in accordance with the requirements of Part V, Chapter 7: Non-Performing Mortgage Loans;
- take appropriate steps to remedy or address any default under the Completion/Repair Agreement; and
- perform all other administrative duties required by the Completion/Repair Agreement.

408.03E  Processing Borrower Requisitions

1. General

Completion/Repair Escrow funds are available to reimburse the Borrower for costs incurred for Completion/Repairs that are specifically identified in the Completion/Repair Agreement. The Servicer may authorize the release of funds to cover the costs of other reasonable and necessary repairs, replacements, or improvements that are not specified in the Completion/Repair Agreement only if the Completion/Repair Agreement provides for such disbursements, and all conditions are fully satisfied.

2. Required Documentation for Disbursement

To obtain reimbursement, the Borrower must submit a written requisition specifying the Completion/Repairs for which reimbursement
is being sought, including:

- the specific Completion/Repairs completed;
- the quantity and price of all materials (grouped by type or category) or specific replacement items (e.g., appliances) purchased in connection with the Completion/Repairs; and
- the cost of all contracted labor or other services involved in completing the Completion/Repairs.

The Borrower requisition for the specified Completion/Repairs for which reimbursement is being sought must be accompanied by:

- a Borrower certification that the specific Completion/Repairs have been completed:
  - in a good and workmanlike manner;
  - in accordance with any plans and specifications previously approved by the Servicer; and
  - in compliance with all applicable laws, ordinances, rules, and regulations of any governmental authority, agency, or instrumentality having jurisdiction over the Property;

- copies of invoices and evidence of payment for all items and materials purchased and all labor and services provided, the cost of which exceeds the lesser of $25,000 or 1% of the UPB; and

- a release of Lien from each contractor, subcontractor, or materialman providing services or materials, the cost of which exceeds the lesser of $25,000 or 1% of the UPB.

3. Disbursement of Funds (Excluding Final Disbursement)

The Servicer may disburse funds to the Borrower only if it has received all required documentation and determined that all applicable conditions for disbursement have been met, including (but not limited to) the following:

- all Completion/Repairs covered by the requisition have been completed in a good and workmanlike manner, as evidenced by the Borrower’s submission and, if appropriate, an inspection of the completed work (see guidance on inspections below);
all related invoices for items and services covered by
the requisition have been paid, unless the Borrower
has satisfied any applicable pre-conditions of the
Completion/Repair Agreement for issuance of a joint
check(s), made payable to the Borrower and the
Person owed funds under such invoices;
no mechanics’ Liens, materialmen’s Liens, or other
Liens exist, unless acceptably bonded over; and
no default exists under any Loan Document, including
the Completion/Repair Agreement.

The amount disbursed to the Borrower for any requisition,
other than the final requisition, may not exceed the actual cost of the
Completion/Repairs, and may be less than the actual cost if, after
disbursement, the amount of funds remaining in the Completion/Repair
Escrow would be less than the anticipated cost of completing all
remaining Completion/Repairs plus any holdback specified in the
Completion/Repair Agreement.

Notwithstanding the above, once 75% of the total dollar
amount of Completion/Repairs is disbursed, the Servicer may release
funds in the Completion/Repair Escrow, provided:

- funds are only released for Completion/Repairs that
  have been fully completed;
- the Servicer has complied with all other disbursement
  requirements;
- the Servicer completes an analysis showing that the
  remaining amount in the Completion/Repair Escrow is
  sufficient to complete all remaining
  Completion/Repairs;
- the Borrower affirms in writing its obligation to
  complete the remaining Completion/Repairs by the
  required completion dates; and
- the Completion/Repair is not an Efficiency Measure
  the Borrower agreed to implement in order to qualify
  as a Green Rewards Mortgage Loan, as the Servicer
  is not delegated the authority to release any
  Completion/Repair Escrow related to any Efficiency
  Measures.

4. Final Disbursement of Funds

Before making the final disbursement of funds from the
Completion/Repair Escrow, the Servicer must confirm and document the
absence of any mechanics’ and materialmen’s Liens by requiring the
Borrower to obtain an updated title report or a title policy endorsement.
showing that no such Liens exist. The Servicer may waive the updated title report or endorsement for Secondary Risk Mortgage Loans when the total scope of work is less than $75,000. If the Borrower fails to provide the required title documentation, the Servicer must obtain a title report or title policy endorsement, and may charge the Borrower for the cost.

The Servicer may make a final disbursement of all remaining funds upon satisfactory completion of all required Completion/Repairs, and satisfaction of all other applicable release conditions contained in the Completion/Repair Agreement.

5. Maintenance of Servicing File

The Servicer must document the action taken with respect to each Borrower requisition for funds from the Completion/Repair Escrow in its Servicing File.

408.03F Inspections

1. Use of Third Party

The Servicer may inspect the Property, or have a qualified independent third party inspect the Property, to confirm that the Completion/Repairs covered by the requisition have been satisfactorily completed. The Servicer is responsible for monitoring the third-party’s performance.

2. When Periodic Inspections Are Required

Periodic inspections must be performed as the work progresses if the Completion/Repairs:

- exceed in the aggregate the lesser of:
  - $500,000, or 20% of the UPB of a Secondary Risk Mortgage Loan; or
  - $250,000, or 10% of the UPB of a Primary Risk Mortgage Loan; and

- are likely to require more than 6 months to complete.

Inspections must occur at least every 3 months, or more frequently at the Servicer’s discretion.

3. When a Final Inspection Is Required

An inspection must be performed to ensure that all Completion/Repairs have been satisfactorily completed before approving and disbursing the final requisition when the Completion/Repairs exceed the lesser of:

- $500,000, or 20% of the UPB of a Secondary Risk
Mortgage Loan; or

- $250,000, or 10% of the UPB of a Primary Risk Mortgage Loan.

4. Confirming Completion/Repairs if Inspection Is Not Required

Even if an inspection is not required by this Section, the Borrower must provide evidence to the Servicer that all Completion/Repairs covered by the requisition have been satisfactorily completed. If not inspected sooner, the Servicer must confirm the satisfactory completion of the Completion/Repairs during the next regularly scheduled Property inspection.

5. Documenting the Servicing File

In all instances, the Servicer must document in its Servicing File whether all work was satisfactorily completed.

408.03G Fees

Completion/Repair Agreement funds may not be used to cover any administrative or inspection fees due to the Servicer unless expressly permitted in the Completion/Repair Agreement, or the Borrower agrees in writing. If permitted, the Servicer may charge the Borrower and deduct the following from any disbursement of funds:

- reasonable fees to cover the Servicer’s costs of administering the Completion/Repair Agreement; and
- additional fees to cover any reasonable inspection costs that are not adequately covered by general administrative fees collected from the Borrower.

408.03H Default under Completion/Repair Agreement

1. Notification of Default to Fannie Mae

The Servicer must immediately notify Fannie Mae of any default under the Completion/Repair Agreement in accordance with the requirements of Part V, Chapter 7: Non-Performing Mortgage Loans.

2. No Release of Funds to Borrower

No funds may be released to the Borrower while the Borrower is in default under any of the Loan Documents.

408.04 Replacement Reserve

408.04A General
The Replacement Reserve funds must be held by the Servicer in a Custodial Account, and are intended to pay for necessary replacements of capital items or major maintenance work to the Property over the term of the Mortgage Loan. Replacement Reserve deposits and withdrawals are governed by the Replacement Reserve Schedule.

408.04B Amendments to Replacement Reserve Schedules

If the Servicer is delegated the authority to sign an amended Replacement Reserve Schedule under its Limited Power of Attorney, the delegation does not expand the Servicer’s ability to change or modify the terms of the Replacement Reserve Schedule, except where expressly permitted by this Section.

The Servicer must submit the executed amended Replacement Reserve Schedule through the MAMP, and retain the original in its Servicing File.

408.04C Servicer’s Administrative Requirements

For all Replacement Reserve Schedules, the Servicer must:

- retain a copy of the executed Replacement Reserve Schedule in its Servicing File;
- unless the Borrower has requested in writing a non-interest bearing account, hold all funds in an interest-bearing Custodial Account that meets the requirements of Part V, Chapter 3: Custodial Account Requirements and the Replacement Reserve Schedule;
- ensure that all required deposits are made to the Replacement Reserve in accordance with the Replacement Reserve Schedule and the other Loan Documents;
- process Borrower requisitions for funds in accordance with the terms and conditions of the Replacement Reserve Schedule;
- perform required inspections of completed work and, if appropriate, work in progress, and arrange, if necessary, for inspections by qualified professionals;
- ensure that the work done under the Replacement Reserve Schedule does not result in any mechanics’ Liens, materialmen’s Liens, or other Liens that have not been acceptably bonded over;
- promptly notify Fannie Mae of any default under the Replacement Reserve Schedule in accordance with the requirements of Part V, Chapter 7: Non-Performing Mortgage Loans;
- reassess the adequacy of the Replacement Reserve or the
schedule of required deposits; and
- perform all other administrative duties required by the Replacement Reserve Schedule.

408.04D Modifications to Replacement Reserve Deposits

Based on the results of a Property inspection or Property Condition Assessment, the Servicer may determine that the current level of Replacement Reserve funding and scheduled deposits will be insufficient to meet all projected capital item or major maintenance needs. The Servicer must then:

- adjust the Required Repair Schedule to the Replacement Reserve Schedule and the Replacement Reserve funding, if warranted, in accordance with the Loan Documents and Part III;
- require the Borrower to increase the size of its monthly Replacement Reserve deposits to a sufficient level; and
- give the Borrower at least 30 days advance written notice prior to implementing any of the foregoing changes.

408.04E New Property Condition Assessments

1. **MAH Properties and other Mortgage Loans with Terms Greater than 10 Years**

   All MAH Properties require a new Property Condition Assessment every 5 years. For any other Mortgage Loan having a term greater than 10 years, the Servicer must arrange to have a Property Condition Assessment performed during the tenth Loan Year, and every 10 years thereafter, so long as the Mortgage Loan remains outstanding, or as specified in the Loan Documents.

2. **Cost of Property Condition Assessment**

   Subject to the terms of the Loan Documents, the cost of the Property Condition Assessment may be paid from funds in the Replacement Reserve.

408.04F When Replacement Reserve Funding Was Partially or Fully Waived

If Replacement Reserve funding was partially or fully waived at the Mortgage Loan Origination Date, the Servicer must monitor the condition of the Property to ensure the Borrower preserves and maintains the Property as required by the Loan Documents.

If the Servicer or Fannie Mae determines that the Borrower is not properly preserving and maintaining the Property, the Servicer must require the Borrower to begin making monthly deposits to the Replacement Reserve.
in accordance with either the funding schedule set forth in the Replacement Reserve Schedule, or an alternative funding schedule determined by the Servicer.

408.04G Interest on Replacement Reserve Funds

If the Servicer holds the Replacement Reserve funds in an interest-bearing Custodial Account, none of the interest earned on the Replacement Reserve funds may be retained by the Servicer. Unless the Mortgage Loan is in default, all interest must be:

- added to the balance of the Replacement Reserve; or
- paid to the Borrower if applicable law requires or the Servicer agrees.

408.04H Items Eligible for Funding from the Replacement Reserve

Replacement Reserve funds are available to reimburse the Borrower for costs incurred to replace capital items or maintain major items specifically identified in the Replacement Reserve Schedule.

Replacement Reserve funds also may be used for discretionary replacements of capital items or major maintenance items that are not specifically identified in the Replacement Reserve Schedule, but which the Servicer determines are intended to be covered by a Replacement Reserve Schedule, such as those that would:

- correct or forestall a problem that may adversely affect the physical condition, livability, marketability, or value of the Property;
- directly contribute to the maintenance or enhancement of the Property’s physical condition, livability, marketability, or value; or
- likely be noted in an updated Property Condition Assessment.

If Replacement Reserve funds are used for purposes not originally contemplated in the Replacement Reserve Schedule or the Property Condition Assessment, the Servicer must monitor and adjust the monthly reserve deposits to ensure sufficient funds are available to make timely replacements of capital items or major maintenance items in the manner contemplated in the Replacement Reserve Schedule and/or the PCA.

408.04I Items Not Eligible for Funding from the Replacement Reserve

The Servicer must not use Replacement Reserve funds to reimburse the Borrower for any item specifically identified for reimbursement under a Completion/Repair Agreement, or for any routine maintenance item,
routine repair, or cosmetic repair that would normally be characterized as an operating expense. Replacement Reserve funds must never be used for P&I, T&I, or any other purpose not specifically permitted by the Replacement Reserve Schedule, the Loan Documents, or the Guide.

### Processing Borrower Requisitions

#### 1. General

The Replacement Reserve Schedule specifies the frequency, timing, and size of disbursements from the Replacement Reserve.

#### 2. Required Documentation

Each Borrower requisition must be in writing and specify, at a minimum:

- the specific capital item replaced or major maintenance items for which reimbursement is being sought, and if any item is not specifically identified in the Replacement Reserve Schedule, an explanation of why the Replacement Reserve funds should be released for the item;
- the quantity and price of each type of capital item replaced (e.g., refrigerators);
- the quantity and price of all materials or parts (grouped by type or category) purchased; and
- the cost of all contracted labor or other services.

Each Borrower requisition submitted to the Servicer must be accompanied by:

- a Borrower certification that the capital item replacements or major maintenance items covered by the requisition have been completed in compliance with all applicable laws, ordinances, rules, and regulations of any governmental authority, agency, or instrumentality having jurisdiction over the Property;
- copies of invoices and evidence of payment for all capital items and materials purchased and all labor and services provided, the cost of which exceeds the lesser of $25,000 or 1% of the UPB;
- a release of Lien from each contractor, subcontractor, or material man providing services or materials, the cost of which exceeds the lesser of $25,000 or 1% of the UPB; and
- other relevant documentation required by the Replacement Reserve Schedule.
3. Disbursement of Funds

The Servicer may release funds to the Borrower only if all required documentation is received, and all applicable release conditions have been met, including, but not limited to:

- all capital item replacements or major maintenance items covered by the requisition have been completed in a good and workmanlike manner;
- all related invoices for capital items and services have been paid, unless the Borrower has satisfied any applicable pre-conditions of the Replacement Reserve Schedule for issuance of a joint check, made payable to the Borrower and the Person owed funds;
- no mechanics’ Liens, materialmen’s Liens, or other Liens are outstanding that have not been acceptably bonded over; and
- the Borrower is not in default under any Loan Document.

The amount disbursed to the Borrower must not exceed the actual cost of the capital item replacements or major maintenance items covered by the Borrower’s requisition.

4. Maintenance of Servicing File

The Servicer must ensure that the action taken with respect to each Borrower requisition for funds from the Replacement Reserve is appropriately documented in its Servicing File.

408.04K Inspections

The Servicer may use its discretion in deciding whether to conduct an on-site inspection before approving any specific requisition for Replacement Reserve funds. If the Servicer elects not to perform an on-site inspection when a requisition is submitted, the Servicer must inspect all capital item replacements or maintenance items covered by the requisition during its next scheduled Property inspection and confirm the satisfactory completion.

408.04L Fees

If the Replacement Reserve Schedule permits, the Servicer may collect and retain:

- a reasonable fee to cover the Servicer’s routine costs of administering the Replacement Reserve; and
- additional fees to cover:
  - reasonable inspection costs, including the fees of any
qualified professional used by the Servicer; and

- any other reasonable costs incurred in connection with collecting, holding, investing, or disbursing Replacement Reserve funds but which are not adequately covered by the general administrative fees collected from the Borrower.

Subject to the Replacement Reserve Schedule, the Servicer may charge the Borrower a reasonable fee for any special inspection services provided in connection with a Replacement Reserve requisition; however, no fee may be charged if such inspection is made as part of a regularly scheduled Property inspection.

Replacement Reserve funds, including any interest, may not be used to cover fees due to the Servicer unless:

- the Replacement Reserve Schedule or other Loan Document specifically permits the Servicer to use Replacement Reserve funds to pay Servicer inspection fees; or
- the Borrower otherwise agrees in writing.

### 408.04M Default under Replacement Reserve Schedule

#### 1. Notification of Default to Fannie Mae

The Servicer must immediately notify Fannie Mae in writing of any default under the Replacement Reserve Schedule in accordance with the requirements of Part V, Chapter 7: Non-Performing Mortgage Loans.

#### 2. No Release of Funds to Borrower

No funds may be released to the Borrower while the Mortgage Loan is in default.

### 408.04N Return of Replacement Reserve Funds to Borrower

No later than 30 days after the Mortgage Loan is paid in full, the Servicer must refund to the Borrower all remaining Replacement Reserve funds.

### 408.04O Alternative Funding of Replacement Reserves for Portfolio Mortgage Loans

The Servicer may amend existing Replacement Reserve Schedules on Fannie Mae’s behalf to match the alternative Replacement Reserve funding available for newly originated Mortgage Loans if the Borrower has a history of adequate property maintenance, and no other concerns are present (e.g., declining Property condition, declining rents, declining Net Cash Flow). The Servicer must retain the original restated Replacement Reserve Schedule or Amendment in the Servicing File, and
submit a copy through the MAMP.

The Servicer must ensure the Property is properly maintained on an ongoing basis. If the Property is not being properly maintained, the Servicer must reinstate monthly deposits to the Replacement Reserve and the reimbursement requisition process.

**Section 409**

**Interest Rate Hedge Requirements**

<table>
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<th>409.01 General</th>
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<td>An acceptable Interest Rate Hedge must be in place and maintained at all times for:</td>
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<td>■ variable rate Credit Enhancement Mortgage Loans;</td>
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<td>■ Structured ARM Loans; and</td>
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<td>■ any Mortgage Loan where (i) the Borrower was permitted to execute the Fannie Mae form Interest Rate Cap Reserve and Security Agreement (Springing Cap) (Form 6442.SC), or a similar agreement, allowing for a “springing” Interest Rate Cap under certain circumstances, and (ii) the requirement of the Borrower to acquire and pledge to the Lender an Interest Rate Cap has been triggered under the agreement.</td>
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The Interest Rate Hedge may be either an Interest Rate Cap or Interest Rate Swap, although the prior approval of Fannie Mae is required before the Borrower may enter into an Interest Rate Swap.

Each Interest Rate Hedge Agreement and its collateral assignment must meet the requirements of Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans.

Fannie Mae outside counsel must be engaged, at Borrower’s cost, to review the hedge bid package and documents, and prepare the amended Loan Documents for each hedge renewal. The Servicer must submit a completed Counsel Designation Request for Interest Rate Hedge Transactions (Form 4625.A).

| 409.02 Interest Rate Hedge Coverage |

**409.02A Bond Credit Enhancement Transactions**

For Bond Credit Enhancement Mortgage Loans, the Interest Rate Hedge must:

■ be in place whenever the variable rate mode is in effect; and

■ comply with the requirements of the Reimbursement Agreement and other Loan Documents.
409.02B  Structured Transactions

When required for a Structured Transaction, the Servicer must ensure that the Interest Rate Hedge conforms to the applicable Master Credit Facility Agreement, Bulk Delivery Agreement, and/or the other Loan Document requirements.

409.02C  All Hedges

At the end of each 12-month period, the Servicer must evaluate the Interest Rate Cap reserve and determine if the cost of a replacement Interest Rate Cap has increased or decreased based on market conditions.

- If the estimated cost of a replacement cap has increased, the Servicer must increase the monthly reserve payment to ensure that sufficient funds will be available to purchase the replacement cap by the end of the reserve period.

- If the estimated cost of a replacement cap has decreased, the Servicer must not adjust the reserve.

The Servicer may refund to the Borrower any amount left in the reserve account after purchasing the replacement Interest Rate Cap.

409.03  Interest Rate Hedge Term

The Servicer must:

- monitor the term of each Interest Rate Hedge Agreement;

- hold all escrowed funds for an Interest Rate Hedge in an account meeting the Custodial Account requirements of Part V, Chapter 3: Custodial Account Requirements;

- engage the Borrower prior to expiration of each Interest Rate Hedge to ensure that an acceptable replacement Interest Rate Hedge is in place prior to its expiration; and

- perform any required functions with respect to the Interest Rate Hedge Agreement.

409.04  Lien Filings and Collateral

The Servicer must maintain all UCC filings, and ensure that Fannie Mae’s Lien in the Interest Rate Hedge is maintained. The Servicer must not direct the investment, application, or release of the collateral under any Interest Rate Hedge Agreement, without express written authorization from Fannie Mae.
409.05 Borrower Payments

409.05A Interest Rate Caps

Any payments by the Interest Rate Cap provider must be made to the Servicer and not to the Borrower. The disposition of funds depends on whether the Borrower is current on the Mortgage Loan and Reimbursement Agreement payment obligations (principal or PRF deposit, as applicable, interest, any Interest Rate Cap escrow, and all other amounts then due) or any default exists under the Reimbursement Agreement or any other Loan Document.

If no default exists, the Servicer must remit the Interest Rate Cap provider’s payment to the Borrower. If a default exists, the Servicer must retain the Interest Rate Cap provider’s payment as additional collateral for the Borrower’s obligations, to be held in accordance with the applicable agreements, and notify Multifamily Structured Asset Management of the receipt of the payment.

If the Bond Trustee or another third party is to receive any payments from the Interest Rate Cap provider, and the Borrower is not current on its payments or a default exists, then the Servicer must:

- notify the payee of the facts; and
- instruct the third party to withhold the payment to the Borrower, and make payment to the Servicer to be held as additional collateral for the Borrower’s obligations.

409.05B Interest Rate Swaps

The Servicer must monitor the Interest Rate Swap to ensure that all payments are made on a timely basis. All payments under an Interest Rate Swap must be made directly to the Servicer, which will:

- remit the amount received from the Borrower to the Interest Rate Swap provider; or
- remit the amount received from the Interest Rate Swap provider to the Borrower, but only after the Borrower has made the required monthly P&I payment on the Mortgage Loan.

Payments due on the Interest Rate Swap must match the payment dates on the Mortgage Loan or the Bonds, as applicable. The Servicer must advance Interest Rate Swap payments and Interest Rate Swap credit enhancement fees that are not made by the Borrower or the Interest Rate Swap provider, as applicable, on a timely basis. These payments and their duration will be treated as Delinquency Advances. The Servicer is not required to advance any termination payment due on the Interest Rate Swap.
409.06 Provider Ratings

Fannie Mae lists the credit agency rating requirements and the acceptable Interest Rate Hedge providers on Cap/Swap Counterparties for Multifamily Transactions. If the rating of a provider declines to a level where termination and replacement of the outstanding Interest Rate Hedges with that provider is required, Fannie Mae will notify the affected servicers and direct them to contact their Borrowers and work with them to effect the termination and replacement. Failure to replace any Interest Rate Hedge provider whose rating no longer meets the rating requirements is a default under the Loan Documents.

409.07 Replacement Interest Rate Hedge and Notification

At least 90 days before termination of an Interest Rate Hedge, the Borrower must give the Servicer written notice of its intent to either obtain a new Interest Rate Hedge or, for a variable rate Credit Enhancement Mortgage Loan or Structured ARM Loan, adjust the interest rate to a Bond Reset Interest Rate or fixed rate.

If the Borrower elects to obtain a new Interest Rate Hedge, the Servicer must confirm that the possible Interest Rate Hedge providers are all on the current list of approved Cap/Swap Counterparties for Multifamily Transactions, and review the Loan Documents for the timing requirements.

If the Interest Rate Hedge expires and the Borrower has failed to provide evidence of securing the replacement Interest Rate Hedge, the Servicer must notify Multifamily Structured Asset Management immediately. Fannie Mae will instruct the Servicer’s action regarding the Borrower’s default.

409.08 Replacement Interest Rate Hedge Documents and Follow Up

The Servicer must retain the original replacement Interest Rate Hedge documents, including the Interest Rate Cap Agreement or Interest Rate Swap Agreement, the Assignment of Hedge Interest or Supplemental Hedge Security Agreement, and UCC Financing Statements in the Servicing File. The Servicer must submit a copy of the new Interest Rate Cap Agreement or Interest Rate Swap Agreement through the MAMP, and provide the new Interest Rate Hedge information as follows:

- for Credit Enhancement Mortgage Loans – upload Hedge Delivery Information (Form 4643) into CESIR;
- for all Interest Rate Hedges in Credit Facility and Bulk Delivery transactions – update hedge data in MSFMS; or
- for Structured ARM Loans (except in Credit Facility and Bulk Delivery transactions) – submit Form 4643 through the MAMP.
Section 410  Ground Leases

If the Borrower owns a Leasehold interest in the Property, the Servicer must:

- ensure that the Borrower complies with all provisions of the Loan Documents that relate to the Ground Lease;
- if the Ground Lease payments are escrowed, collect monthly payments from the Borrower to ensure sufficient funds will be available to pay the ground rents and any special payments required by the Ground Lease; and
- hold any escrowed ground rent payments with the Borrower’s other T&I escrow funds in a T&I Custodial Account or a separate Custodial Account that meets all requirements of Part V, Chapter 3: Custodial Account Requirements.

The Servicer is responsible for any losses incurred by Fannie Mae if the Servicer fails to make timely ground rent payments. The Servicer must immediately notify Fannie Mae, in accordance with Part V, Chapter 7: Non-Performing Mortgage Loans, upon learning of any default under the Ground Lease.

Section 411  Notice of Lien or Non-Compliance with Applicable Laws, Ordinances and Regulations

The Servicer is responsible for protecting the Lien priority of the Security Instrument, and must:

- take all reasonable actions to prevent the filing of any Lien that would prime the Lien of the Security Instrument;
- immediately notify Multifamily Asset Management, in writing, upon learning of any such Lien filing, including a recommendation for resolving the situation; and
- notify Fannie Mae, in writing in accordance with Part V, Chapter 7: Non-Performing Mortgage Loans, if:
  - the Servicer is aware of any material violation by the Borrower or Property management agent of any applicable law, ordinance, regulation, or other legal requirement; or
  - the Property is not in compliance with any applicable law, ordinance, regulation, or other legal requirement, including, without limitation, any relating to:
    - Fair Housing Act;
    - Americans with Disabilities Act;
— non-discrimination;
— environmental hazards;
— occupancy;
— zoning and land use;
— health, fire, and building codes relating to immediately hazardous conditions; and
— illegal use of the Property.

The Servicer must also provide to Fannie Mae all information concerning any lawsuit, cause of action, or claim by any third party resulting from or relating to the violation.

Section 412 Property Forfeitures and Seizures

Various federal and state statutes provide for the civil or criminal forfeiture of certain types of property, including real estate that is used, or intended to be used, to commit or facilitate the commission of certain violations of law.

The Servicer must not provide any information about the Borrower, the Mortgage Loan, the Property, any Key Principal, or any Principal directly to any federal or state agency unless Fannie Mae specifically authorizes the release of the information. Following any contact from a federal or state official, the Servicer must immediately contact Multifamily Asset Management and Multifamily Special Asset Management. The Servicer should describe in its communication the nature of the contact, the information requested, and any document or papers received by the Servicer in connection with the contact. The Servicer must continue to service the Mortgage Loan.

Section 413 Property and Liability Insurance

413.01 Property and Liability Insurance

The Servicer must:

- ensure that the Property is continuously covered by property and liability insurance, as required by Part II, Chapter 5: Property and Liability Insurance, and that all renewal premiums are paid in full and on time; and
- at least annually review the adequacy of the Borrower’s insurance coverage in relation to the current requirements of Part II, Chapter 5: Property and Liability Insurance.

If the existing insurance coverage or policy is inadequate, the
Servicer must require the Borrower to make appropriate changes. Periodically, the Servicer may be required to make certain representations to Fannie Mae regarding the property and liability insurance coverages and policies for all of the Mortgage Loans it services.

413.02 No Financing for Property and Liability Insurance Premiums

The Servicer must not provide financing to the Borrower, or otherwise permit the Borrower to obtain financing, in order to pay any insurance premiums, except as permitted by Part II, Chapter 5: Property and Liability Insurance.

413.03 Flood Map Changes; Obtaining Flood Insurance

The Servicer must monitor all flood map and community status changes, and take appropriate action when changes affecting Mortgage Loans it services occur as required by Part II, Chapter 5: Property and Liability Insurance. When a Property is remapped into a Special Flood Hazard Area, the Servicer must require the Borrower to obtain flood insurance, regardless of whether the community is “participating” in the National Flood Insurance Program. The flood insurance policy must be in place within 45 days after the effective date of the remapping. If the Borrower refuses to obtain the required coverage or pay a disputed premium, the Servicer must obtain the required coverage. The Servicer must contact Multifamily Insurance if:

- a Property is in a Special Flood Hazard Area;
- the community in which the Property is located does not participate in the National Flood Insurance Program; and
- the Borrower cannot obtain the required flood insurance.

413.04 Lender Placed Insurance

413.04A Property and Liability Insurance

If the Borrower fails to obtain acceptable insurance coverage, the Servicer must immediately obtain acceptable insurance coverage for the Property at the Borrower’s expense.

413.04B Flood Insurance

If acceptable insurance coverage cannot be obtained, the Servicer must immediately contact Multifamily Insurance to determine the appropriate course of action.

413.04C Servicer’s Administrative Costs and Expenses
The Servicer is permitted to collect from the Borrower any reasonable out-of-pocket costs and expenses incurred by the Servicer to obtain insurance coverage for the Property.

**Section 414  Casualty Losses – Performing Mortgage Loans**

**414.01 Notice**

In the event of a casualty loss of $75,000 or more, the Servicer must submit through the MAMP a:

- Report of Multifamily Hazard Insurance Loss *(Form 178)*:
  - within 30 days if no serious injury or death occurred; or
  - within 10 days if serious injury or death occurred; and

- final *Form 178* indicating that the Property is fully restored, and document its Servicing File when the Property is fully restored.

A revised *Form 178* must be submitted if any of the information on the form changes for any casualty loss greater than the lesser of (i) $500,000, or (ii) 20% of the UPB.

**414.02 Filing Proof of Loss**

For any casualty loss covered by the Borrower’s insurance policy, the Servicer must ensure that the Borrower timely files a proof of loss with the insurance carrier, and effects a prompt and reasonable adjustment of the loss. If the Borrower fails to timely file a proof of loss with the insurance carrier, or take requisite actions to effect a prompt adjustment of the loss claim, the Servicer must independently contact the insurance carrier to adjust the loss claim.

**414.03 Casualty Loss Assessment**

The Servicer must assess the extent and impact of any damage caused by a casualty, and ensure that the Borrower appropriately addresses the damage.

Within 45 days after learning of a casualty loss, the Servicer must document its Servicing File with the results of its casualty loss assessment. At a minimum, the Servicer must include:

- when the casualty loss occurred and when the Servicer was first informed of the casualty loss;
- the scope of the damage and its effect on the Property (e.g., impact on the habitability of the buildings, safety of the residents, serious injury or loss of life, project occupancy, and
project income and expenses);

- the Borrower’s plan of action for securing and restoring the damaged portion of the Property, and the status of the Borrower’s efforts to implement the plan, including the specific steps to be taken (e.g., temporarily relocating tenants, preparing plans and specifications, awarding contracts, and commencing repair work);

- whether any environmental problems are associated with the damage, and if so, how they will be addressed;

- the projected cost to repair and restore the damaged Improvements, including any available information on contractors’ bids or awards;

- whether the casualty loss is covered by the Borrower’s insurance policy, the status of any insurance claim, and an estimate of the amount and timing of the funds to be received from the insurance carrier;

- the estimated amount of additional funds that the Borrower will have to provide from its own resources to complete all necessary repair and restoration work, and the current availability of such funds; and

- any other relevant information pertaining to the loss event that is known to the Servicer and could have a material bearing on Fannie Mae’s interests.

### 414.04 Required Casualty Loss Property Inspection

The Servicer must inspect the Property, take photographs of the damage, and complete a Multifamily Catastrophic Loss Inspection (Form 4261) if:

- the casualty loss is expected to exceed the lesser of (i) $500,000, or (ii) 20% of the UPB of the Mortgage Loan as of the date of the casualty; or

- any of the following conditions exists:
  
  - a default has occurred and is continuing under the Loan Documents;
  
  - the combination of insurance proceeds and Borrower funds is insufficient to complete the necessary Property repairs for restoration to a condition fit for human habitation and meeting all applicable permitting requirements;
  
  - prior to the commencement of any restoration work, the Servicer determines that, upon completion of the repair and restoration work, the Property will not be capable of
generating sufficient income to cover all operating expenses, required Replacement Reserve deposits, P&I on the Mortgage Loan, and required payments on any subordinate debt secured by the Property, or will not otherwise meet a DSCR or other test required by the Loan Documents; or

- the repair and restoration work will not be completed by the earlier of (i) the Maturity Date, or (ii) within 1 year from the date of the casualty.

The Servicer may charge the Borrower for the cost of the inspection unless expressly prohibited by the Loan Documents.

An inspection by the Servicer is optional if the casualty loss is expected to be less than (i) $500,000, or (ii) 20% of the UPB, and none of the above conditions exist. If the Servicer elects not to inspect the Property, the Servicer must confirm during the next Property inspection, and document in its Servicing File, that the repair and restoration work was satisfactorily completed. If the Servicer determines that the repair or restoration work was not satisfactorily completed, the Servicer must notify Multifamily Inspections and Multifamily Loss Mitigation (Part V, Chapter 5: Surveillance).

414.05 Documentation for Required Casualty Loss Property Inspections

After inspecting the Property, the Servicer must:

- retain in its Servicing File a copy of the completed Catastrophic Loss Inspection (Form 4261), and photographs of the damaged portions of the Property; and

- submit a copy of the Catastrophic Loss Inspection (Form 4261) and the photographs through the MAMP within 7 days after completing the Catastrophic Loss Inspection (Form 4261).

414.06 Endorsement of Insurance Loss Draft or Check When Payable to Fannie Mae

Any insurance loss draft or check issued by the insurance carrier must be made payable to Fannie Mae in care of the Servicer, or as otherwise required by the mortgagee clause. Provided the Lender Contract contains nothing to the contrary, the Servicer is delegated the authority to endorse any insurance loss draft or check on Fannie Mae’s behalf, as follows:

Fannie Mae
By: [Name of Servicer]
By: [Name of Servicer’s Authorized Signer]
[Title of Servicer’s Authorized Signer].
If any insurance loss draft or check made payable to Fannie Mae or the Servicer is cashed by the Borrower without proper endorsement by Fannie Mae or the Servicer, the Servicer must instruct the Borrower to send the funds to the Servicer within 5 Business Days. If the Borrower does not send the funds, the Servicer must contact Multifamily Asset Management immediately.

414.07 Endorsement of Insurance Loss Draft or Check When Not Payable to Fannie Mae

If the insurance loss draft or check is payable to the Servicer, the Servicer is authorized to endorse the draft or check and apply the proceeds in accordance with this Section. The Servicer must also send the Insurer an Insurance Loss Payee Notice Letter (Form 4803) so that all future insurance loss drafts and checks will be issued to Fannie Mae in care of the Servicer. The Servicer must retain a copy of the Insurance Loss Payee Notice Letter (Form 4803) in its Servicing File.

414.08 Insurance Loss Draft or Check Not Payable to Either Fannie Mae or Servicer

If the insurance loss draft or check is not made payable to either Fannie Mae or the Servicer, the Servicer must return it to the insurance carrier and request the loss draft or check be reissued in the name of Fannie Mae and sent to the Servicer. If the check has already been cashed by the Borrower, the Servicer must demand those funds be either paid by the Borrower to the Servicer and/or deposited in a Custodial Account meeting the requirements of Part V, Chapter 3: Custodial Account Requirements.

414.09 Application of Insurance Loss Proceeds

The Servicer must review the Loan Documents to confirm no contrary requirements exist regarding the application of insurance loss proceeds (e.g., where the Loan Documents require the noteholder to “reasonably” approve the application of insurance proceeds, where the noteholder is to apply commercially reasonable standards, or where the noteholder has the power to approve in its sole discretion).

414.09A Fannie Mae Determination Required

If any of the following conditions exist, Fannie Mae will determine, in its sole discretion, whether to require the insurance loss proceeds to be (i) applied to the UPB, or (ii) used to repair and restore the Property:

- a default has occurred and is continuing under the Loan Documents;
- the combination of insurance proceeds and Borrower funds is insufficient to complete the necessary Property repairs for restoration to a condition fit for human habitation and meeting
all applicable permitting requirements;

- prior to the commencement of any restoration work, the Servicer determines that, upon completion of the repair and restoration work, the Property will not be capable of generating sufficient income to cover all operating expenses, required Replacement Reserve deposits, P&I on the Mortgage Loan, and required payments on any subordinate debt secured by the Property, or will otherwise meet a DSCR or other test required by the Loan Documents; or

- the repair and restoration work will not be completed by the earlier of (i) the Maturity Date, or (ii) within 1 year from the date of the casualty loss.

### 414.09B Disposition of Insurance Loss Proceeds

Based upon the Borrower’s plan of action and the Servicer’s overall assessment, and provided none of the conditions listed in Part V, Chapter 4: Asset Management: Loan Document Administration, Section 414.04: Required Casualty Loss Property Inspection exist, the Servicer has the authority to:

- hold the proceeds to incrementally reimburse the Borrower for the cost of repairing the damage and restoring the Property to habitable condition; or

- recommend to Fannie Mae that the proceeds be applied to the UPB of the Mortgage Loan by submitting a request through the MAMP.

### 414.10 Property Restoration Requirements

All insurance loss proceeds will be held to reimburse the Borrower in increments for the cost of repairing the damage and restoring the Property. If the Property will be restored to habitable condition, the Servicer must:

- deposit all insurance loss proceeds in a Custodial Account meeting the requirements of Part V, Chapter 3: Custodial Account Requirements, to incrementally reimburse the Borrower for the cost of repairing the damage;

- require the Borrower to deposit, in the same Custodial Account, funds equal to the difference between (a) the Servicer’s estimate of the total cost to repair and restore the Property to its pre-casualty condition, and (b) the amount of the insurance proceeds;

- for losses greater than $75,000, prepare and have the Borrower
execute the applicable Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) for use with the 6000 series Loan Documents, or Insurance Loss Proceeds Collateral Agreement (Form 6639) for use with the 4000 series Loan Documents, specifying the terms and conditions under which the funds held in the Custodial Account will be released to the Borrower; and

■ submit a copy of the applicable Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639) through the MAMP.

The Servicer may waive the above requirement that the Borrower deposit additional funds into the Custodial Account if (i) the Servicer deposits all insurance loss proceeds into the Custodial Account, and (ii) determines that the Borrower, Key Principals, and Principals have sufficient funds to repair and restore the Property when the insurance loss proceeds alone are insufficient.

Within 7 days of execution, the Servicer must submit through the MAMP copies of the:

■ Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639);

■ Report of Multifamily Hazard Insurance Loss (Form 178); and

■ if required and completed, a copy of the Multifamily Catastrophic Loss Inspection (Form 4261).

The Multifamily Catastrophic Loss Inspection (Form 4261) must be submitted through the MAMP within 7 days after the later of:

■ the execution of the Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639); or

■ the completion of the Multifamily Catastrophic Loss Inspection (Form 4261).

The Servicer must retain in its Servicing File the original:

■ Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639);

■ Multifamily Catastrophic Loss Inspection (Form 4261); and
414.11 Commencement of Repair/Restoration Work

Before the Servicer disburses any funds to the Borrower for repair or restoration work the Servicer must:

- have an executed Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639);
- have on deposit in a Custodial Account all insurance loss proceeds and, unless waived as provided above, sufficient Borrower funds to cover the estimated cost to complete the repair and restoration work;
- except in the case of minor casualties, have copies of all applicable building permits and other permits/authorizations required to carry out the repair and restoration work;
- except in the case of minor casualties, review (or have a qualified professional review) and approve any plans and specifications relating to the repair and restoration work;
- obtain from the Borrower the identities of each principal contractor, architect, and engineer who will be involved in the repair and restoration work, and be satisfied with their qualifications (including assurance each is appropriately licensed and bonded); and
- obtain evidence of builder’s risk insurance, if required, in accordance with Part II, Chapter 5: Property and Liability Insurance, Section 501.02E: Builder’s Risk Insurance.

Any emergency work required to protect the Property or correct a condition threatening the health or safety of the tenants must be undertaken immediately by the Borrower, even if the forgoing requirements have not been complied with.

414.12 Disbursements

414.12A Prerequisites for Disbursement of Funds

Before disbursing funds, including the final disbursement, to the Borrower for each disbursement request, the Servicer must be satisfied that:

- all repair and restoration work has been completed in a good and workmanlike manner and in accordance with any applicable plans and specifications, as evidenced by submissions from the Borrower and, if applicable, by the
Servicer’s or a qualified professional’s inspection of the completed work;

- all related invoices for items and services have been paid, unless the Borrower has satisfied any applicable pre-conditions of the Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639) for issuance of a joint check made payable to the Borrower and the Person owed funds;

- the necessary release of Lien or Lien waivers have been submitted by all contractors, and no mechanics’ Liens, materialmen’s Liens, or other Liens are outstanding that have not been acceptably bonded over; and

- the Borrower is not in default under any Loan Document, including the Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639).

### 414.12B Disbursing Funds

The Servicer must approve and disburse funds related to each Borrower request in accordance with the provisions of the applicable Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639). Funds must be disbursed no more frequently than once a month, unless:

- the Servicer determines that more frequent disbursements of funds are appropriate and can be managed effectively; or

- the disbursement is equal to or greater than $10,000, or is the final disbursement of proceeds.

### 414.12C Content of Disbursement Request

Each of the Borrower’s disbursement requests must be in writing and must specify, at a minimum:

- the specific repair and restoration work for which reimbursement is being sought;

- the quantity and price of all materials (grouped by type or category) or specific replacement items (e.g., appliances)
purchased; and

- the cost of all contracted labor or other services.

The Borrower’s disbursement requests must be accompanied by:

- a Borrower certification that the repair and restoration work was completed in a good and workmanlike manner, in accordance with any plans and specifications previously approved by the Servicer, and in compliance with all applicable laws, ordinances, rules, and regulations of any governmental authority, agency, or instrumentality having jurisdiction over the Property;

- copies of invoices and evidence of payment for all items and materials purchased and all labor and services provided, the cost of which exceeds the lesser of $25,000 or 1% of the UPB;

- a release of Lien from each contractor, subcontractor, or materialman providing services or materials, the cost of which exceeds the lesser of $25,000 or 1% of the UPB; and

- other relevant documentation required under the Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639).

**414.12D Disbursement Amount**

The amount of each disbursement (other than the final disbursement) may not exceed the lesser of:

(i) an amount equal to:

- the actual cost of the repair and restoration work covered by the disbursement request, or, if the work was done under a contract or subcontract pursuant to which other work remains to be done, an amount equal to 90% of the actual cost of the repair and restoration work covered by the disbursement request (i.e., a 10% holdback is required if the work under the applicable contract or subcontract has not been completed in full); plus

- 100% of the cost of any materials used, or to be used, in connection with the repair and restoration work, if at the time of the disbursement request, title to the materials has passed to the Borrower and the materials have been installed, or are being properly stored, on the Property; or
(ii) an amount equal to the difference between:
- the balance of the Collateral Agreement Custodial Account at the time of the disbursement request; and
- the estimated cost of all remaining repair and restoration work at that time of the disbursement request.

### 414.12E Final Disbursement; Notice to Fannie Mae

Upon satisfactory completion of all required repair and restoration work, and satisfaction of all other applicable conditions of the Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639), the Servicer must:

- disburse all remaining funds to the Borrower; and
- notify Fannie Mae that all work has been satisfactorily completed by submitting through the MAMP a final Report of Multifamily Hazard Insurance Loss (Form 178).

### 414.12F Documentation in Servicing File

The Servicer must ensure that all actions taken with respect to each Borrower disbursement request are appropriately documented in its Servicing File.

### 414.13 Borrower’s Failure to Diligently Pursue Repair

The Servicer must notify Multifamily Asset Management immediately if the Borrower fails to:

- proceed diligently with any necessary repair and restoration work;
- perform the work satisfactorily; or
- perform in accordance with the terms of the Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreement (Form 6639).

The Servicer’s notice to Multifamily Asset Management must include a description of any steps that the Servicer is taking to resolve the situation.

### 414.14 Reimbursement of Administrative Costs
If the insurance loss proceeds include funds specifically designated to defray administrative or inspection costs incurred by the mortgagee in connection with the casualty loss, the Servicer may reimburse itself from this designated amount for its actual, reasonable administrative or inspection costs. If no such provision is made by the insurer, the Servicer may not seek reimbursement for its costs from the proceeds, nor may the Servicer seek reimbursement separately from the Borrower.

**Section 415  Casualty Losses – Non-Performing Mortgage Loans**

The Servicer must contact Multifamily Special Asset Management before performing a casualty loss assessment on a Property securing a Non-Performing Mortgage Loan. Fannie Mae will determine whether the Servicer should proceed with the assessment, and direct the Servicer accordingly. Any activity or action plans to repair or restore the Property must be approved by Fannie Mae. All insurance loss drafts and checks must be forwarded to Fannie Mae for endorsement and disposition.

**Section 416  Credit Facilities and Bulk Deliveries**

**416.01  General**

Each Credit Facility and Bulk Delivery transaction is different, therefore the requirements in this Section may not apply to every transaction. The Servicer must refer to the applicable Master Credit Facility Agreement, Bulk Delivery Agreement, and other Loan Documents for specific requirements.

**416.02  Delegation of Decisions**

Credit Facility and Bulk Delivery requests are delegated to the Servicer as described below.

**416.02A  Decisions and Actions Not Delegated**

Decisions and actions are not delegated to the Servicer when a request involves:

- amendments or changes to the Master Credit Facility Agreement, Bulk Delivery Agreement, or equivalent agreement, except for the Fannie Mae standard form (i) Amendment for Completion/Repair extensions, and (ii) changes to the monthly Replacement Reserve deposits;
- Supplemental Mortgage Loans or borrow-ups (future advances);
- additions, releases, or substitutions of collateral;
- revaluation and determination of the Allocable Facility Amount;
- Transfers/Assumptions;
- the interest rate conversion from variable to fixed on a SARM Loan;
- Interest Rate Hedge renewals or modifications;
- refines;
- defeasance;
- payoffs/terminations;
- Ground Lease or operating lease modifications; or
- Property management or operator changes.

416.02B Decisions Delegated by the Delegated Transaction Form 4636 series

Decisions and actions covered by the Delegated Transaction Forms (Form 4636 series) are delegated to the Servicer as set forth in the applicable Form 4636 series. For these requests, the Servicer must submit the completed Delegated Transaction Form (Form 4636 series) through the MAMP.

416.02C Other Delegated Decisions and Actions

Decisions and actions involving the following are delegated to the Servicer to the extent delegated in this Chapter:

- Letter of Credit replacements and draws;
- Amendment to Multifamily Loan and Security Agreement (Restoration Reserve) (Form 6615) or Insurance Loss Proceeds Collateral Agreements (Form 6639);
- endorsing insurance checks;
- Completion/Repair Agreement extensions;
- changes to the monthly Replacement Reserve deposits;
- administering escrow accounts; and
- administering Collateral Agreements.

If the Servicer has any questions regarding the need for Fannie Mae approval, the Servicer must contact Multifamily Structured Asset Management prior to proceeding.

416.03 Approval Requests

If Fannie Mae approval is required, the Servicer must submit a
request through the MAMP. Any approval request must include the Servicer’s recommendation, any supporting documentation (including references to the relevant sections of the governing documents), and the Servicer’s analysis supporting its recommendation.

### 416.04 Release and Substitution Requests

To the extent permitted by the provisions of the Master Credit Facility Agreement, Bulk Delivery Agreement, and the other Loan Documents, Borrowers may have the ability to release or substitute collateral. These requests must follow the provisions of the Loan Documents, and are not delegated under this Section.

The Borrower must initiate the release/substitution process by submitting a written request to the Servicer. Upon receipt, the Servicer must submit a release/substitution request package through the MAMP that includes the Servicer’s summary of the Borrower’s release/substitution request, and:

- the Servicer’s recommendation regarding the requested release/substitution;
- any waiver requests, together with the Servicer’s recommendation for each waiver;
- when the Borrower expects the release/substitution to close;
- whether the Property meets all conditions to release/substitute and compliance tests (e.g., LTV, DSCR, geographic/asset concentration) stipulated in the Master Credit Facility Agreement, Bulk Delivery Agreement, and other Loan Documents;
- for Credit Facilities, the release price and calculations (calculated according to the terms of the Master Credit Facility Agreement and other Loan Documents);
- for Credit Facilities, the remaining Allocable Facility Amount (AFA) balance of the facility and each property after the release;
- the amount of the release/substitution fees associated with the transaction;
- whether a prepayment or advance of funds is expected to occur in connection with the transaction;
- a spreadsheet showing the loan level and collateral level data for the Structured Transaction before the release/substitution occurs;
- a spreadsheet showing the loan level and collateral level data for the Structured Transaction after the proposed
release/substitution occurs;

- third-party reports; and
- any other items required by the Loan Documents.

The “before” and “after” spreadsheets must be submitted using the Structured Facilities Monitoring Spreadsheet (Form 4802).

If a Letter of Credit or cash collateral is required as part of the request, the Servicer must enter the Letter of Credit or cash collateral information in MSFMS. Any Letter of Credit must meet the requirements of Part I, Chapter 2: Mortgage Loan, Section 204: Letters of Credit. Original Letters of Credit must be sent to Multifamily Structured Acquisitions.

If the request is approved, the Servicer must:

- submit its payoff calculations to Multifamily Structured Acquisitions;
- release the collateral from the MSFMS system; and
- if necessary, release, update, and verify any interest rate hedges associated with the transaction in MSFMS.

## 416.05 Facility Revaluations

Revaluations of Credit Facilities and Bulk Deliveries occur as required by the Master Credit Facility Agreement and Bulk Delivery Agreement. Servicers must send recommended property cap rates and values along with supporting market information through the MAMP. Upon completion of Fannie Mae’s review, the Servicer will be notified of the final cap rate determination and valuation. The Servicer must promptly notify the Borrower of the revised cap rates, Property values, Allocable Facility Amounts, LTV, and the failure to meet any compliance tests (if applicable). The Servicer must attach a copy of this Borrower correspondence to the request in the MAMP.

## 416.06 Supplemental Mortgage Loans Not Permitted

Supplemental Mortgage Loans on Properties that are part of a Credit Facility or a Bulk Delivery are not permitted unless expressly authorized under the Master Credit Facility Agreement, Bulk Delivery Agreement, and other Loan Documents. The Servicer must contact Multifamily Structured Asset Management before underwriting a Supplemental Mortgage Loan.

## 416.07 Additional Information

For any issue not covered in this Section, or if the Servicer requires
Section 417 Seniors Housing Properties

417.01 General

The requirements in this Section may not apply to every Seniors Housing Mortgage Loan. The Servicer must refer to the Loan Documents for specific requirements.

417.02 Decisions and Actions Delegated and Not Delegated

Decisions and actions covered by the Delegated Transaction Form (Form 4636 series) are delegated to the Servicer as set forth in the applicable Form 4636 series or the Guide. For these requests, the Servicer must submit the completed applicable Form 4636 series through the MAMP. Decisions and actions for Seniors Housing Mortgage Loans regarding the following are not delegated to the Servicer:

- Seniors Housing expansions/conversions, including constructing additional units, substantial alterations, Seniors Housing Major Renovations, and Seniors Housing Minor Renovations;
- changes in the Seniors Housing operator;
- changes in Property management or management agreements;
- changes in licensing (Note: All licensing changes require an Opinion of Borrower’s Counsel on Origination of Mortgage Loan (Seniors Housing Licensing) (Form 6450.SRS) confirming that all licensing requirements have been met);
- Seniors Housing operator Leases; and
- master leases.

If the Servicer has any questions regarding the need for Fannie Mae approval, the Servicer must contact Multifamily Seniors Housing Property Asset Management before proceeding.

417.03 Approval Requests

The Servicer must refer to the Loan Documents and this Section to determine whether Fannie Mae approval is required for a particular request. If Fannie Mae approval is required, the Servicer must submit a request through the MAMP. Any approval request must include the Servicer’s recommendation, any supporting documentation (including references to the relevant sections of the governing documents), and the Servicer’s analysis.
supporting its recommendation.

**417.04 Seniors Housing Expansion/Conversion Requests**

Unless expressly permitted by the Loan Documents, requests by the Borrower for the construction of additional units, renovation, or expansion of a Seniors Housing Property, or a change in the overall percentage of one Seniors Housing type of unit (e.g., Independent Living, Assisted Living, or Alzheimer’s/Dementia Care) into another are not delegated to the Servicer. The Borrower must request approval from the Servicer and Fannie Mae before proceeding, and Fannie Mae will consider these requests under the following parameters, conditions, and requirements:

**417.04A Permitted Purpose**

To allow for the construction of additional units on existing land, or the renovation and/or repositioning of existing units:

- a “Seniors Housing Major Renovation” is any physical improvement costing in excess of (i) $20,000/unit, or (ii) $3 million in total project costs; and
- a “Seniors Housing Minor Renovation” is any physical improvement that is not a Seniors Housing Major Renovation, but which increases the number of units, or converts one type of unit into another, unless expressly permitted by the Loan Documents.

**417.04B Submission Requirements**

Upon receipt of a Borrower Seniors Housing Expansion/Conversion Request, the Servicer must submit a written request through the MAMP, and include the following:

- Sponsor name and experience in operating seniors housing properties;
- Mortgage Loan performance;
- financial performance (including NCF and UPB history, and DSCR and LTV trends);
- pro forma financial statements;
- sources/uses of funds statement;
- project budget, scope, and plans;
- market study;
- construction contract and timeline;
Servicer’s monitoring plan;
licensure issues;
insurance; and
general contractor and major subcontractors.

Fannie Mae will review the completed request, and approve or decline the request in its sole discretion.

417.04C  Requirements and Monitoring

For a Seniors Housing Expansion/Conversion Request approved by Fannie Mae, the following requirements will apply:

- Escrow:
  - the Borrower must escrow 25% of the estimated construction costs with the Servicer, who will administer the funds through a standard construction draw process; and
  - the Borrower must demonstrate to the Servicer’s satisfaction that it has sufficient liquid assets to complete the construction;

- Minimum DSCR during the expansion/conversion period cannot fall below 1.15x;

- Completion of construction must occur no later than 18 months from the date of commencement;

- Construction monitoring requirements will be set forth in the approval letter;

- Fannie Mae will charge a construction monitoring fee which does not cover the expenses associated with third-party inspections;

- Completion Guaranty (Form 6018, Form 6632, or Form 6633) and, if determined applicable by Fannie Mae, an Agreement and Assignment Regarding General Contractor’s Contract (Form 6473), and an Omnibus Assignment of Contracts, Plans, Permits, and Approvals (Form 6473), will be required;

- Fannie Mae will charge a change in use fee, and the Servicer may charge additional fees at its discretion, subject to approval by Fannie Mae;

- The Borrower must reimburse all legal costs incurred by Fannie Mae; and

- A fixed-price general construction contract provided by a general contractor, together with a payment and performance bond issued by an acceptable surety, will be required.
**Construction Completion Requirements**

Within 60 days of completing any Seniors Housing Major Renovation or Seniors Housing Minor Renovation, the Borrower must deliver to the Servicer, and the Servicer must provide to Fannie Mae, the following:

- title endorsement to the existing mortgagee title policy, confirming that no mechanics' Liens, materialmen's Liens, or other Liens exist that have not been acceptably bonded over;
- final lien waivers from all contractors, architects, subcontractors, and material suppliers;
- copies of updated or newly issued certificates of occupancy;
- renewed licenses;
- confirmation in the form of an Opinion of Borrower’s Counsel on Origination of Mortgage Loan (Seniors Housing Licensing) (Form 6450.SRS) that all licensing requirements have been met;
- certificate from the Borrower, architect, and contractor certifying to the Servicer, for the benefit of Fannie Mae, that the improvements:
  - are completed in accordance with the plans and specifications approved by Fannie Mae; and
  - meet the local zoning and planning restrictions, and all other governmental requirements;
- final inspection of completed Improvements;
- updated certified operating statement and rent roll for the Seniors Housing Property; and
- a survey showing any new Improvements on the Seniors Housing Property.

**Request Changes in Unit Count/Mix in the MAMP**

Within 60 days of completion of any Seniors Housing Major Renovation or Seniors Housing Minor Renovation, the Servicer must request any applicable change in unit count and/or unit mix (IL, AL, ALZ) in the MAMP resulting from the renovation.

**Section 418**

Asset Management for Credit Enhancement Mortgage Loans and Multifamily Affordable Housing Properties
For any Credit Enhancement Mortgage Loan where Fannie Mae is providing credit enhancement for tax-exempt multifamily housing Bonds, the Borrower must provide the Servicer with a copy of the compliance monitoring statement required under the Bond Documents. If the Borrower’s statement reflects non-compliance with the low- and moderate-income tenant occupancy requirements set forth in the Affordable Regulatory Agreement, or if the Borrower fails to provide the statement to the Servicer, the Servicer must notify Multifamily Asset Management, and retain the compliance monitoring statement in its Servicing File.

### 418.02 Compliance Issues Relative to Bond Credit Enhancement Transactions

The Servicer must monitor the Interest Reserve Requirement, if any, under the Bond Trust Indenture with respect to each Credit Enhancement Mortgage Loan.

The Servicer must monitor the rating of the institution in which the accounts under any Cash Management, Security, Pledge, and Assignment Agreement are held, and must require the Borrower to move the accounts if the rating no longer meets Fannie Mae’s requirements as provided in Part V, Chapter 3: Custodial Account Requirements.

### 418.03 Monitoring Compliance; Notification of Noncompliance

#### 418.03A Affordable Regulatory Agreement

At least once in each calendar year (and more often if directed by Fannie Mae), the Servicer must obtain a Borrower certification that the Property is in full compliance with:

- the rules qualifying the interest on the Bonds for exclusion from gross income for federal income tax purposes pursuant to the Internal Revenue Code; and
- the requirements of the Affordable Regulatory Agreement.

The Servicer must review the Borrower certificate, and if the Property does not comply with all applicable regulatory requirements, the Servicer must immediately notify Multifamily Asset Management. Neither Fannie Mae nor the Servicer is responsible for determining or ensuring the Borrower’s compliance under the Affordable Regulatory Agreement.

#### 418.03B Default Notice for Failure to Comply with the Bond Documents

The Servicer must promptly notify Multifamily Asset Management, the Borrower, the Bond Trustee, and the Issuer in writing of any default by a Borrower with any provision of any Loan Document, Reimbursement Agreement, Security Agreement, the Affordable Regulatory Agreement, or other Loan Document, Credit Enhancement Document, or Bond Document.
The Servicer must promptly forward to Multifamily Asset Management copies of any notices received from a Borrower, Bond Trustee, Issuer, or any other party regarding any default by a Borrower, and shall maintain ongoing contact with Fannie Mae regarding the status of the Credit Enhancement Mortgage Loan in accordance with the requirements of Part V, Chapter 7: Non-Performing Mortgage Loans.

### 418.04 Multifamily Affordable Housing (MAH) Properties

For any Multifamily Affordable Housing Property, the Servicer must collect from the Borrower annual compliance documentation in the form of the annual recertification of the Property’s compliance with the Affordable Regulatory Agreement or from the agency or entity that imposed any applicable rent or occupancy restrictions or, if not available, an explanation of why it is not available. Additionally, for any MAH Property subject to Low-Income Housing Tax Credits, the Servicer must collect annual copies of the tax and other compliance forms specified in Part III, Chapter 7: Multifamily Affordable Housing Properties, and must immediately notify Multifamily Asset Management if this documentation reveals any issues. The Servicer must retain the annual compliance documentation in its Servicing File.

### 418.05 Low-Income Housing Tax Credits

If the Property is subject to a Low-Income Housing Tax Credit allocation, the Servicer will obtain, at least once in each calendar year (and more often if directed by Fannie Mae), the following:

- Borrower certifications of the Property’s compliance with the requirements of the Internal Revenue Code regarding Low-Income Housing Tax Credits. If the Borrower indicated that the Property does not comply with all applicable regulatory requirements, the Servicer must immediately notify Multifamily Asset Management; and
- if the Low-Income Housing Tax Credits have not yet been syndicated, monthly reports from the Borrower detailing the Borrower’s progress in syndicating the tax credit allocation until the syndication is completed.

Neither Fannie Mae nor the Servicer is responsible for determining or ensuring the Borrower’s compliance with Low-Income Housing Tax Credit requirements. The Servicer also must comply with the information requirements of Part III, Chapter 7: Multifamily Affordable Housing Properties.

### 418.06 Enhanced Resident Services

The Borrower must annually recertify the Property and submit each
recertification to the Servicer within 75 days following the end of each Loan Year. The Servicer must collect the initial certification and each recertification in the Servicing File. For any recertification failure, the Servicer must promptly notify Fannie Mae through the MAMP, or such other method indicated by Fannie Mae. Additionally, the Servicer must promptly notify Fannie Mae through the MAMP if the Property later achieves recertification. After recertification, the Servicer must then resume annual compliance monitoring at the end of each subsequent Loan Year.

### 418.07 Restabilization Reserve

Most disbursements from a Restabilization Reserve require Fannie Mae’s approval. The Servicer is delegated the authority to approve, without Fannie Mae’s consent, a Borrower request for a final disbursement, provided:

- the Servicer has received written evidence that the HAP contract has been extended by HUD through the Maturity Date with no material changes to its terms;
- no default has occurred and is continuing under the Loan Documents; and
- the Loan Documents explicitly allow a final disbursement under these conditions.

The Servicer must submit through the MAMP a copy of the new HAP contract for all releases, and retain in the Servicing File a copy of the new HAP contract and the Borrower request for release of the Restabilization Reserve.
Chapter 5  Surveillance

Section 501  General

Each Property securing a Mortgage Loan must be monitored by the Servicer to ensure that the Borrower continually manages and maintains the Property in accordance with the requirements of the applicable Loan Documents and the Guide. The Servicer is required to:

- perform inspections of the Property;
- perform a financial analysis of the operations of Property; and
- report the results of such inspections and financial evaluations to Fannie Mae as required by this Chapter.

The financial analysis of operations should include an annual and, if required for that Asset Class, quarterly analysis of the financial performance of the Property.

Property inspections generally should include:

- an on-site inspection;
- a current overall Property rating based on the condition of the Property as of the date of the inspection (and not on projected or budgeted repairs);
- an evaluation of the Property’s market, submarket, and neighborhood; and
- an analysis of the competitive position of the Property.

Based upon the results of its inspections and financial analysis, the Servicer must evaluate the performance of the Property, and identify any Property that warrants special attention due to management or maintenance issues, or any financial decline that could materially adversely affect the collateral or performance of the Mortgage Loan. If follow-up action is required, the Servicer must notify Fannie Mae as provided in this Chapter, and initiate appropriate actions with the Borrower.

Section 502  Property Inspections

502.01 MBA Master Inspection Form

The Mortgage Bankers Association (MBA) Master Inspection Form must be used for all Property inspections, unless a Catastrophic Event has occurred, and the Servicer must complete the Fannie Mae Property inspection rating on the Fannie Mae Assessment Addendum (“Fannie Mae Assmt Addendum”) tab of the MBA Master Inspection Form. For any inspection after a Catastrophic Event, the Servicer must instead use the
Multifamily Catastrophic Loss Inspection form (Form 4261).

The following tabs of the MBA Master Inspection Form must be completed for all Property inspections:

- General Information Tab ("General Info");
- Physical Condition & Deferred Maintenance Tab ("Physical Condition & DM");
- Photos Tab ("Photos");
- Rent Roll Tab ("Rent Roll");
- Maps Tab ("Maps");
- Management Interview Tab ("Mgmt Interview");
- Multifamily Tab ("Multifamily");
- Fannie Mae Assessment Addendum ("Fannie Mae Assmt Addendum"); and
- For Seniors Housing properties only: Seniors Supplement Tab ("Senior Supplement").

502.02 Mortgage Loans with Property Condition Concerns (Not Limited to Watchlist Loans)

Regardless of whether or not the Mortgage Loan is listed on either the Servicer Watchlist or the Fannie Mae Watchlist, the Servicer must inform Multifamily Inspections and Multifamily Watchlist within 10 Business Days after becoming aware of any Mortgage Loan with:

- a Property inspection rating of 4 or 5 as shown on the Fannie Mae Assessment Addendum ("Fannie Mae Assmt Addendum") tab of the MBA Master Inspection Form;
- Property repairs required by the Loan Documents not completed timely;
- any significant deferred maintenance;
- any non-significant deferred maintenance that has not been corrected within 12 months after notifying the Borrower of such maintenance obligation; or
- life safety concerns.

In addition, if any of the above Property condition concerns are present, the Servicer must:

- reinstate any suspended requirements for the Completion/Repair Escrow or the Replacement Reserve unless the rating of 4 or 5 results from a casualty loss (see Part V,
Chapter 5: Surveillance, Section 502.06F: Analysis of Collateral;

- inspect the Property as frequently as necessary to ensure the Borrower is resolving outstanding deferred maintenance items; and
- prior to ordering a PCA (excluding regularly-scheduled PCAs required by the Loan Documents), submit a written request for approval to Multifamily Watchlist.

### 502.03 Property Inspection Protocols

The frequency of required Property inspections depends on the following:

- the Mortgage Loan’s Fannie Mae risk rating;
- the Mortgage Loan amount at the Mortgage Loan Origination Date; and
- other criteria outlined in the table below.

<table>
<thead>
<tr>
<th>PROPERTY INSPECTION PROTOCOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protocol if Original Mortgage Loan Amount is Greater than $30,000,000</td>
</tr>
<tr>
<td>Mortgage Loan Type</td>
</tr>
<tr>
<td>All Mortgage Loans, other than Seniors Housing Mortgage Loans and DUS Plus</td>
</tr>
<tr>
<td>Seniors Housing Mortgage Loans</td>
</tr>
<tr>
<td>DUS Plus</td>
</tr>
</tbody>
</table>

Protocol if Original Mortgage Loan Amount is Greater than $6,000,000 and up to $30,000,000

(NOTE: When the inspection protocol below is based, in part, on the DSCR, the DSCR must be based on the most recent annual financial statement submitted to Fannie Mae. A Property with a most recent inspection rating of 4 or 5 must have an Annual Full Inspection, regardless of the DSCR test outlined below.)
<table>
<thead>
<tr>
<th>Mortgage Loan Type</th>
<th>Fannie Mae Mortgage Loan Rating</th>
<th>Inspection Frequency</th>
<th>Min% of Total Units to be Inspected</th>
<th>Min/Max Number of Units to be Inspected²</th>
<th>Min Required Photos</th>
<th>Third-Party or In-House Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Mortgage Loans other than Seniors Housing Mortgage Loans and DUS Plus</td>
<td>Pass or Special Mention; DSCR &gt; 1.35 or Coop DSCR &gt; 1.00</td>
<td>Full Inspection every 2 years; Annual Full Inspection if current year DSCR not available</td>
<td>5%</td>
<td>5/15</td>
<td>15</td>
<td>Third-Party or In-House</td>
</tr>
<tr>
<td>Seniors Housing Mortgage Loans</td>
<td>Pass or Special Mention</td>
<td>Annual Full Inspection</td>
<td>5%</td>
<td>5/15</td>
<td>15</td>
<td>Third-Party or In-House</td>
</tr>
<tr>
<td>Substandard or Doubtful</td>
<td>Annual Full Inspection</td>
<td>10%</td>
<td>10/20</td>
<td>15</td>
<td>In-House Only</td>
<td></td>
</tr>
<tr>
<td>DUS Plus</td>
<td>All Ratings</td>
<td>Annual Full Inspection</td>
<td>10%</td>
<td>10/20</td>
<td>15</td>
<td>In-House Only</td>
</tr>
<tr>
<td>All Maturing Mortgage Loans</td>
<td>All Ratings</td>
<td>Full Inspection due within the 12 months prior to Maturity Date²</td>
<td>Follow requirements for applicable Mortgage Loan type.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Protocol if Original Mortgage Loan Amount is $6,000,000 or Less**

<table>
<thead>
<tr>
<th>Mortgage Loan Type</th>
<th>Fannie Mae Mortgage Loan Rating</th>
<th>Inspection Frequency</th>
<th>Min% of Total Units to be Inspected</th>
<th>Min/Max Number of Units to be Inspected²</th>
<th>Min Required Photos</th>
<th>Third-Party or In-House Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Mortgage Loans other than Seniors Housing Mortgage Loans</td>
<td>Pass or Special Mention, and original Mortgage Loan amount &lt; $750,000</td>
<td>Walk Around every 5 years</td>
<td>N/A</td>
<td>N/A</td>
<td>10</td>
<td>Third-Party or In-House</td>
</tr>
<tr>
<td>Seniors Housing Mortgage Loans</td>
<td>Pass or Special Mention, and original Mortgage Loan amount $750,000 to $3,000,000</td>
<td>Full Inspection every 2 years</td>
<td>5%</td>
<td>2/5</td>
<td>10</td>
<td>Third-Party or In-House</td>
</tr>
</tbody>
</table>
## PROPERTY INSPECTION PROTOCOL

<table>
<thead>
<tr>
<th>Category</th>
<th>Inspection Frequency</th>
<th>Minimum Percentage Requirement</th>
<th>Maximum Units Requirement</th>
<th>In-House/Third-Party Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pass or Special Mention, and original Mortgage Loan amount &lt; $3,000,000 and &lt; $5,000,000 in Eligible MSAs</td>
<td>Full Inspection every 2 years</td>
<td>5%</td>
<td>2/5</td>
<td>10</td>
</tr>
<tr>
<td>Substandard or Doubtful, and original Mortgage Loan amount &lt; $3,000,001 ($5,000,000 in Eligible MSAs)</td>
<td>Annual Full Inspection</td>
<td>10%</td>
<td>2/5</td>
<td>10</td>
</tr>
<tr>
<td>Seniors Housing Mortgage Loans</td>
<td>Annual Full Inspection</td>
<td>5%</td>
<td>5/15</td>
<td>15</td>
</tr>
<tr>
<td>Substandard or Doubtful</td>
<td>Annual Full Inspection</td>
<td>10%</td>
<td>10/20</td>
<td>15</td>
</tr>
<tr>
<td>All Maturing Mortgage Loans</td>
<td>Full Inspection due within 12 months prior to Maturity Date</td>
<td>Follow requirements for applicable Mortgage Loan type.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 The number of units to be inspected based on the Minimum Percentage Requirement should not exceed the Maximum Number of Units.

2 For a Property with 10 units or less, the minimum number of units to be inspected is 2 units. This minimum unit count is for occupied and vacant units. If the Property contains any down units, then all down units must be inspected in addition to the occupied and vacant units.

3 If the next scheduled inspection due date for a Property is less than six months prior to the Maturity Date, then the next scheduled inspection due date shall be that date which is six months prior to the Maturity Date.

NOTE: If a Property consists of Non-Contiguous Parcels or scattered sites:

- all buildings on each separate parcel or site must be inspected;
- the total required number of units based on the above protocol must be allocated among each parcel in approximately the same proportion as the number of units at each parcel to the total number of units at the Property; and
- the units to be inspected at each parcel must be selected randomly, according to the above inspection protocol.

### 502.04 Property Inspection Frequency; Submission of Property Inspection Forms

#### 502.04A Timing of Property Inspections

Property inspections must be performed at the frequency per Part V, Chapter 5: Surveillance, Section 502.03: Property Inspection Protocols, and must be completed in sufficient time for the Property inspection form to be submitted by the “Submission Due Date”.

To facilitate more efficient scheduling of the physical inspections for Properties, the Servicer may request an extension of up to 60 days from
the “Submission Due Date”. The extension request will be automatically approved so long as:

- it is submitted prior to the original “Submission Due Date” by using the “Modification Request” tab within the particular work item in the MAMP;
- an extension was not already granted for the same Property inspection requirement;
- the Mortgage Loan is not rated Substandard or Doubtful, nor has a Property condition rating of:
  - 4 or 5 on the most recent inspection; or
  - 3 on an inspection more than one year old; and
- the extended “Submission Due Date” is not within the 6 months prior to the Maturity Date.

### 502.04B Submission of Property Inspection Forms

All Property inspection forms must be submitted to Fannie Mae through the MAMP. Origination inspections must be submitted within 45 days after the date the Mortgage Loan was purchased by Fannie Mae. Thereafter, each required Property inspection form must be submitted within 60 days after the date of the actual Property inspection, and no later than the “Submission Due Date” shown in the MAMP, unless an extension was granted by Fannie Mae. The Servicer must resolve any issues identified by Fannie Mae during its review of the Property inspection reports in a timely manner.

### 502.05 Property Inspector Qualifications

#### 502.05A Minimum Inspector Experience

Inspections must be performed by either a qualified third party or Servicer staff as specified in the Property Inspection Protocol table in Part V, Chapter 5: Surveillance, Section 502.03: Property Inspection Protocols. The Servicer is responsible for ensuring that the inspector has at least the minimum level of experience required to conduct a Fannie Mae inspection. At a minimum, the inspector must have completed an acceptable “Property Inspection Risk Management” course or other acceptable training course, including the courses provided by the MBA, and must have previous inspection experience as follows:

<table>
<thead>
<tr>
<th>Mortgage Loan Rating</th>
<th>Minimum Previous Inspection Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 502.05B Third-Party Inspector Requirements

If the Property Inspection Protocol table in Part V, Chapter 5: Surveillance, Section 502.03: Property Inspection Protocols permits a third-party inspector, the third-party inspector cannot reassign responsibilities to another person or entity without the Servicer’s approval. Any third-party inspector must:

- have no financial interest in the Property to be inspected;
- demonstrate experience in multifamily real estate property inspections;
- be experienced in the market in which the Property is located; and
- either:
  - possess a professional certification from any one of the following:
    - Real Estate Assessment Center for HUD as a Certified Home Inspector;
    - American Society of Home Inspectors ("ASHI");
    - International Association of Certified Home Inspectors ("InterNACHI"); or
    - State certified home inspector;
  - be a registered architect;
  - be a civil engineer; or
  - have successfully completed an acceptable in-person training course in lieu of the above. (Note: On-line attendance at such course is not acceptable.) Acceptable training courses include the Fannie Mae approved inspection course provided by the MBA.
502.06 Content of Property Inspections

502.06A Number of Units to be Inspected; “Down” Units

The requirements specified in the Property Inspection Protocol table in Part V, Chapter 5: Surveillance, Section 502.03: Property Inspection Protocols are minimum numbers of occupied and vacant units that must be inspected. In addition to occupied and vacant units, all “down” units (i.e., units that are not rentable at the current time, or that cannot be rented in the normal course of business) must be inspected as part of the Property inspection. If the Property inspector notes substantial physical concerns that warrant further investigation, the Servicer must determine whether it is prudent to inspect additional units over and above the number of units required to be inspected.

502.06B Selection of Units to be Inspected

The MAMP will indicate, for each Property, the number of units required to be inspected. When units are required to be inspected, the Servicer must determine the appropriate combination of vacant and occupied units for inspection. The units selected for inspection must meet the following requirements:

- a minimum of 50% of all units inspected must be vacant units (if available);
- at least 2 occupied units must be inspected; and
- if selected, the interior of each unit must be inspected.

The Property inspector, not the Property manager, must select which vacant and occupied units will be inspected.

502.06C Photographs

The Property Inspection Protocol table in Part V, Chapter 5: Surveillance, Section 502.03: Property Inspection Protocols indicates, for each Asset Class, the minimum number of photographs required to be submitted with the Property inspection form. Such photographs must include views and identifying captions of:

- signage;
- typical building front;
- site office and clubhouse (if applicable);
- Property frontage;
- apartment interior;
- amenities;
- major building systems;
- deferred maintenance and life safety items;
- extraordinary repair items or items requiring capital expenditure; and
- all critical or substantial issues noted in the inspection report.

502.06D Consultation with Property Manager and Staff

For Property inspections other than walk-around inspections, the Servicer must interview the Property manager and other on-site staff to obtain information regarding the Property’s condition and performance, and to confirm that any life/safety repair and deferred maintenance items noted on the most recent Property inspection have been corrected.

502.06E Analysis of Market

The Servicer must evaluate the neighborhood, submarket, and market in which the Property is located to determine material shifts in demographics and real estate conditions. The Servicer must also evaluate competitive properties to determine any changes in the competitive position of the Property since the initial underwriting or the most recent Property inspection.

502.06F Analysis of Collateral

If the Servicer determines that repair or maintenance is required, the Servicer must notify the Borrower according to the notice provisions of the Loan Documents. The notice must:

- be sent within 45 days from the date of the actual inspection;
- identify the repair or maintenance issues;
- include any accompanying photos; and
- direct the Borrower to undertake timely corrective actions to remedy the issues.

The Servicer must follow-up until the work has been successfully completed. If the Borrower fails to perform all repairs or maintenance required by the Servicer within a specified period of time, the Servicer must notify Multifamily Inspections in writing with a recommendation for resolution.

The Property inspection overall rating must be set to 4 (or 5 depending on severity or other existing issues), if:
a casualty loss causes damage in an amount equal to the lesser of (i) 25% of the current UPB, or (ii) $1,000,000; or

10% or more of the units are down due to any reason.

Setting the rating to 4 (or 5, as applicable) will not automatically put the Mortgage Loan on Fannie Mae’s Watchlist, nor will it trigger the requirement (i) for an Action Plan; or (ii) to reinstate the Replacement Reserve, as long as:

- no other performance related issues otherwise increase the credit risk; and
- the Servicer expects sufficient insurance proceeds will be available to restore the Property to its original condition.

If Fannie Mae determines that a Property inspection is inadequate, Fannie Mae reserves the right to require a new Property inspection be performed by either the Servicer or a third party designated by Fannie Mae at the expense of the Servicer.

**502.06G  Life Safety Issues**

If the inspection is conducted by a third-party inspector and reveals any Property life safety issues, the inspection firm must notify the Servicer of such issues within 3 Business Days after completion of the inspection.

**502.07  Servicer Property Inspection Quality Control Requirements**

**502.07A  Review of Inspection Forms**

All Property inspection forms, whether prepared by third parties or by the Servicer, must be reviewed internally by the Servicer prior to submission to Fannie Mae.

**502.07B  Quality Control Program**

Servicers are required to have a quality control program in place to annually review the quality of the Property inspections performed by third-party inspectors. The Servicer must be prepared to show the evidence and results of such quality control program to Fannie Mae upon request.

**502.08  Retention of Inspection Forms**

All Property inspection forms must be maintained in the Servicing File for at least 2 inspection cycles and made available for verification by Fannie Mae upon request.

**502.09  Other Property Inspections; Inspection Fees**
In addition to performing the Property inspections required in this Section, Fannie Mae, in its sole discretion, may require that the Servicer perform additional Property inspections whenever circumstances warrant. In addition, the Servicer is expected to perform Property inspections as part of its regular asset management responsibilities whenever the Servicer determines it prudent to do so.

The Servicer may charge the Borrower a reasonable fee for performing Property inspections provided that charging a fee:

- is permitted under the Loan Documents or another written agreement with the Borrower; and
- is not specifically precluded by Fannie Mae.

### 502.10 PCA Frequency

A new PCA is required during the Mortgage Loan term in the following circumstances:

<table>
<thead>
<tr>
<th>If the Property...</th>
<th>A new PCA must be performed...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secures a Mortgage Loan with a term of more than 10 years</td>
<td>every 10 years, beginning in the 10th Loan Year.</td>
</tr>
<tr>
<td>Is a Multifamily Affordable Housing property</td>
<td>every 5 years, beginning in the 5th Loan Year.</td>
</tr>
</tbody>
</table>

The Servicer may use Streamlined PCA Guidance (Form 4099.A) if the most recent Property site inspection:

- was performed according to Part II, Chapter 4: Inspections and Reserves, Section 401: Site Inspection;
- indicated an overall rating of 1 or 2; and
- did not reveal any adverse change in Property condition (except normal wear and tear) or life safety issues.

### Section 503 Quarterly and Annual Financial Analysis of Operations

### 503.01 Electronic Reporting of Financial Analysis of Operations

The Servicer must submit quarterly and annual Financial Analysis of Operations reports (Form 4254) to Fannie Mae for each Property in accordance with the requirements of this Section. All reports are found on, and must be submitted electronically through, the MAMP.
503.02 Request for Waivers of Quarterly and Annual Reporting on Financial Analysis of Operations

503.02A Waivers for Reasons Other Than Unresponsive Borrowers

The Servicer must submit a waiver through the MAMP for each Property if a Financial Analysis of Operations (Form 4254 or Form 4254.Seniors) is required by this Section, and:

- the Mortgage Loan was purchased from a Lender whose Lender Contract specifies that the collection of Property operating statements for any Mortgage Loan is not required;
- the Loan Documents either do not permit the Lender to collect, or require the Borrower to submit, financial reports; or
- the Mortgage Loan:
  - was liquidated in the current quarter (for waivers of quarterly reporting) or year (for waivers of annual reporting), prior to the Financial Analysis of Operations submission deadline;
  - was delivered under a Forward Commitment and has not yet converted to a permanent loan;
  - was defeased;
  - is subject to FHA or HUD risk sharing;
  - is being managed by Fannie Mae's Special Asset Management; or
  - was acquired by Fannie Mae in the current reporting year and less than 6 months of operating data is available for the Property.

503.02B Waivers due to Unresponsive Borrowers

If the Servicer is unable to submit an annual or quarterly Financial Analysis of Operations (Form 4254 or Form 4254.Seniors) report for a Property because the Borrower failed to provide the requested operating statements, before submitting a waiver request, the Servicer should:

- for the annual Financial Analysis of Operations, wait until 6 months have passed from the submission due date to submit a waiver request in the MAMP; and
- for a quarterly Financial Analysis of Operations, wait until the following quarterly submission due date to submit a waiver request in the MAMP.

Delaying the submission of the waiver request will provide additional time to obtain and submit the operating statement data, if
received. If the Borrower fails to respond to at least 3 written requests within the applicable waiting period specified above, the waiver request should then be submitted, with the following condition:

"Unresponsive Borrower - The Borrower was contacted in writing at least 3 times and failed to provide the requested operating statements."

Fannie Mae will review the waiver requests, and will notify the Servicer if additional information is required. If quarterly or annual operating statements are received after a waiver has been granted, the Servicer must submit the Financial Analysis of Operations report (Form 4254 or Form 4254.Seniors) upon receipt of such operating data.

503.03 Quarterly Reporting on Financial Analysis of Operations

503.03A Quarterly Reporting Requirements

The Servicer must submit detailed quarterly operating statements for each Property, normalized to account for any seasonal variations in income and expenses, in accordance with the requirements set forth for each Asset Class in the tables below. The reports must be submitted through the MAMP. All submitted operating statements will undergo automated quality control testing, and any quality control issues identified must be resolved timely.

The quarterly operating statements must reflect the actual physical occupancy level for the Property as of the end of each quarter, based on the most recently available rent roll. When quarterly reports are required, the Servicer must provide actual expenses, and must normalize certain expense items, including, but not limited to, real estate taxes, casualty insurance, Replacement Reserves and management fees, consistent with the guidance provided in the MAMP for submitting annual financial statements. The Servicer must explain any seasonal data discrepancies, and provide comments if any of the following are observed:

- a variance of greater than 20% from the same reporting period in the prior year of any of Effective Gross Income, total operating expenses, Gross Potential Rent, Private Pay, Medicare/Medicaid, Repairs and Maintenance, Utilities, Water and Sewer, Real Estate Taxes and Property Insurance;
- a variance in physical occupancy of greater than 10% from the immediately preceding reporting period;
- a change in the Property’s tax-exempt status (if applicable);
- a change in the required P&I payments during a reporting period (e.g., interest-only to amortizing);
- management fees of less than 3%;
- a change in any other pertinent information related to the
Property financial analysis; or
- the Mortgage Loan is on the Fannie Mae Watchlist.

Quarterly financial reporting is not required, and no waiver need be submitted, for any Mortgage Loan if it is secured by a Cooperative Property, or it is a Small Mortgage Loan, unless such Cooperative Property or Small Mortgage Loan is on the Fannie Mae Watchlist.

503.03B Quarterly Submission Requirements by Asset Class

1. **All Asset Classes (except Seniors Housing Properties, Watchlist Properties, Credit Facilities, and Bulk Deliveries).** The Servicer must submit detailed quarterly operating statements 75 days after the end of the second and third quarters, as set forth below.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Due Date*</th>
<th>Property with a 12/31 Fiscal Year End</th>
<th>Property with other than a 12/31 Fiscal Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second</td>
<td>September 15</td>
<td>Financial operating statements for the period from January 1 through June 30</td>
<td>6 months year to date operating data</td>
</tr>
<tr>
<td>Third</td>
<td>December 15</td>
<td>Financial operating statements for the period from January 1 through September 30</td>
<td>9 months year to date operating data</td>
</tr>
</tbody>
</table>

*If any due date is not a Business Day, then the submission may be made on the next Business Day.

2. **Seniors Housing Properties.** For Seniors Housing Properties, the Servicer must submit detailed quarterly operating statements 75 days after the end of the first, second, third and fourth quarters, as set forth below.
### Seniors Housing Properties

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Due Date*</th>
<th>Property with a 12/31 Fiscal Year End</th>
<th>Property with other than a 12/31 Fiscal Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>June 15</td>
<td>Financial operating statements for the period from January 1 through March 31</td>
<td>Trailing 3 months operating data</td>
</tr>
<tr>
<td>Second</td>
<td>September 15</td>
<td>Financial operating statements for the period from April 1 through June 30</td>
<td>Trailing 3 months operating data</td>
</tr>
<tr>
<td>Third</td>
<td>December 15</td>
<td>Financial operating statements for the period from July 1 through September 30</td>
<td>Trailing 3 months operating data</td>
</tr>
<tr>
<td>Fourth</td>
<td>March 15</td>
<td>Financial operating statements for the period from October 1 through December 31</td>
<td>Trailing 3 months operating data</td>
</tr>
</tbody>
</table>

*If any due date is not a Business Day, then the submission may be made on the next Business Day.

3. **Watchlist Properties.** For Watchlist Properties (including any Mortgage Loan secured by a Cooperative Property or any Small Mortgage Loans), the Servicer must submit detailed quarterly operating statements 90 days after the end of the first quarter, and 75 days after the end of the second and third quarters, as set forth below.
## Watchlist Properties

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Due Date*</th>
<th>Property with a 12/31 Fiscal Year End</th>
<th>Property with other than a 12/31 Fiscal Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>June 30</td>
<td>Financial operating statements for the period from January 1 through March 31</td>
<td>3 months year-to-date operating data</td>
</tr>
<tr>
<td>Second</td>
<td>September 15</td>
<td>Financial operating statements for the period from January 1 through June 30</td>
<td>6 months year-to-date operating data</td>
</tr>
<tr>
<td>Third</td>
<td>December 15</td>
<td>Financial operating statements for the period from January 1 through September 30</td>
<td>9 months year-to-date operating data</td>
</tr>
</tbody>
</table>

*If any due date is not a Business Day, then the submission may be made on the next Business Day.

4. Credit Facilities and Bulk Deliveries. For Credit Facilities and Bulk Deliveries, the Servicer must submit both the detailed quarterly operating statements and the Deal Level Structured Transaction (BD/CF) Quarterly report, including the Structured Facilities Monitoring Narrative (Form 4801), Spreadsheet (Form 4802), and any other relevant documents, 75 days after the end of the first, second, third, and fourth quarters, as set forth below.
<table>
<thead>
<tr>
<th>Quarter</th>
<th>Due Date*</th>
<th>Property with a 12/31 Fiscal Year End</th>
<th>Property with other than a 12/31 Fiscal Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>June 15</td>
<td>Financial operating statements for the period from January 1 through March 31, and deal level reports</td>
<td>Trailing 3 months operating data</td>
</tr>
<tr>
<td>Second</td>
<td>September 15</td>
<td>Financial operating statements for the period from April 1 through June 30, and deal level reports</td>
<td>Trailing 3 months operating data</td>
</tr>
<tr>
<td>Third</td>
<td>December 15</td>
<td>Financial operating statements for the period from July 1 through September 30, and deal level reports</td>
<td>Trailing 3 months operating data</td>
</tr>
<tr>
<td>Fourth</td>
<td>March 15</td>
<td>Financial operating statements for the period from October 1 through December 31, and deal level reports</td>
<td>Trailing 3 months operating data</td>
</tr>
</tbody>
</table>

*If any due date is not a Business Day, then the submission may be made on the next Business Day.
The Servicer must submit a Financial Analysis of Operations (Form 4254 or Form 4254.Seniors) annually to Fannie Mae for each Property for the previous calendar year or, if applicable, for the fiscal year ending in the previous calendar year.

503.04A Annual Financial Analysis Reporting Requirements

The Servicer must submit detailed operating statements for each Property, normalized to account for any seasonal variations in income and expense. The annual operating statements must reflect the actual physical occupancy rate for the Property as of the end of the reporting period, based on the most recent available rent roll. The Servicer must provide actual expenses and must also normalize certain expense items, including, but not limited to, real estate taxes, property casualty insurance, Replacement Reserves, and property management fees. The Servicer must provide comments if any of the following are observed:

- a variance of greater than 20% from the prior year of any of Effective Gross Income, total operating expenses, Gross Potential Rent, Private Pay, Medicare/Medicaid, Repairs and Maintenance, Utilities, Water and Sewer, Real Estate Taxes and Property Insurance;
- a variance in physical occupancy of greater than 10% from the reporting period immediately preceding the current reporting period;
- a change in the Property’s tax-exempt status (if applicable) during the year;
- a change in the required P&I payments during the year (e.g., interest-only to amortizing);
- management fees of less than 3%;
- a change in any other pertinent information related to the Property financial analysis; or
- the Mortgage Loan is on the Fannie Mae Watchlist.

503.04B Submitting the Annual Financial Analysis of Operations

The following steps must be taken to complete and submit the annual Financial Analysis of Operations report (Form 4254 or Form 4254.Seniors) to Fannie Mae:

1. For a Mortgage Loan purchased by Fannie Mae on or before June 30 in any given year, the Annual Financial Analysis of Operations (Form 4254 or Form 4254.Seniors) covering that first year must be submitted to Fannie Mae by June 1 of the following year, and the Servicer must
annualize the available operating data to represent a full 12 months of operations. If the Mortgage Loan was purchased by Fannie Mae on or after July 1 in any given year, the Servicer is not required to submit an annual Financial Analysis of Operations (Form 4254 or Form 4254.Seniors) until June 1 of the second year after purchase in order to collect 12 months of actual operating data.

For all subsequent years, the Servicer must submit an annual operating statement for each Property to Fannie Mae on or before June 1 or, if applicable, within 150 days following the fiscal year-end for any Property owned by a Borrower with a non-calendar fiscal year. For any Borrower with a non-calendar fiscal year, the Servicer must submit a data change request through the MAMP requesting a change to the Borrower’s fiscal year end.

2. The Servicer must analyze the operating statements submitted by the Borrower in accordance with the Multifamily Analysis of Operations Form 4254 and Form 4254.Seniors Line Item Definitions (Form 4254.DEF), which is located at www.fanniemae.com/multifamily or the MAMP. The Servicer must indicate on the Borrower’s operating statements the line item under which each of the Borrower's income and expense line items is included.

3. For each Property, the Servicer must access the MAMP and provide the pertinent income, expense, and other required data for the current reporting period. All submitted operating statements will undergo automated quality control testing, and any issues must be resolved timely.

503.04C Annual Review

Fannie Mae will notify the Servicer which Mortgage Loans are subject to the annual review. Within 15 Business Days after receiving notice, the Servicer must submit through the MAMP for each Mortgage Loan under review:

- the Borrower’s operating statements, with each income and expense line item coded by the Servicer according to the line item definitions in the Multifamily Analysis of Operations Form 4254 and Form 4254.Seniors Line Item Definitions (Form 4254.DEF);
- an escrow activity reconciliation of the Borrower’s operating statement data; and
- any other documentation requested by Fannie Mae.

503.04D Asset Management Testing

The Multifamily Asset Management team tests compliance with many areas of the Asset Management process to ensure Servicers are properly adhering to Fannie Mae’s requirements. Testing results are
communicated through the Lender Assessment process, and recommendations, requirements for corrective action, or best practice enhancements are proposed and monitored through completion.

**503.04E  Maintenance of Records**

The Servicer must maintain the Borrower’s operating statements and reconciliation for the life of the Mortgage Loan.

**Section 504  Compliance with Loan Agreement Requirements**

**504.01  General**

The Servicer must ensure that the Borrower and any guarantor are in compliance with the Loan Documents. For all Mortgage Loans, the Servicer must:

- confirm that the Borrower complied with all quarterly and annual reporting requirements, which are primarily set out in Article 8 of the Multifamily Loan Agreement (Form 6001 series); and

- review all information required by the Loan Documents to be furnished by the Borrower.

To assist in compiling the financial records and other items required to be furnished by the Borrower, the Servicer may use the Annual Loan Agreement Certification (Form 6620 series).

**504.02  Obtaining Required Financial and other Reporting Items**

**504.02A  Notice to the Borrower**

At the end of each fiscal year, the Servicer must send the Borrower, and all guarantors on a Mortgage Loan, a list of the financial reports required to be submitted and certified by each Borrower and guarantor. The list must be delivered in sufficient time to allow submission to the Servicer of the certified financial reports within 45 days after the end of each fiscal quarter, and 120 days after the end of each fiscal year.

**504.02B  Annual Reporting of Guarantor Financial Condition**

Fannie Mae will provide the Servicer with an annual list of all Mortgage Loans for which the Servicer must submit the financial records and other required items for the past fiscal year by, or on behalf of, each guarantor of the Mortgage Loan. The guarantor financial information must be submitted through the MAMP, or as otherwise directed by Fannie Mae, by the June 1 deadline required for the annual Financial Analysis of Operations reports (Form 4254) for each Property. If Fannie Mae determines increased
credit risk for a Mortgage Loan not on the initial list provided to the Servicer, Fannie Mae may ask for the submission of the associated guarantor financial records at any other time during the year.

504.02C Failure of Borrower to Provide Required Guarantor Financial Reporting

The Lender must use its best efforts to obtain the required financial reports for any guarantor not included on Fannie Mae’s list of Mortgage Loans for which the Servicer must submit the financial records of each guarantor of the Mortgage Loan.

For all Mortgage Loans included on Fannie Mae’s list, the Servicer must contact Fannie Mae immediately upon the occurrence of any of the following events:

- the Borrower is unable to submit the required guarantor financial reports and other items by the date required in the Loan Documents;
- the Borrower or guarantor is unable to certify that each financial report is true, complete, and accurate in all material respects; or
- the Servicer believes the financial reports and other items are, inaccurate or misleading in any material way.

Upon the occurrence of any of the foregoing events, the Servicer must notify the Borrower, and the Borrower or guarantor shall have an additional 30 days after receipt of such written notice to deliver to the Servicer all required financial reports and other items, properly certified by the Borrower or guarantor. If the Servicer determines that the Borrower or guarantor is diligently attempting to deliver all required financial reports and other items, this 30 day period may be extended by the Servicer for up to an additional 30 days.

If the Borrower or a guarantor fails to (i) submit all required financial reports and other items, properly certified by the Borrower or guarantor, within the above time frame; or (ii) respond to at least 3 written requests for the delivery of the required information, the Servicer must request a waiver through the MAMP for the Borrower, or Multifamily Operating Statements for the guarantor. The Servicer must provide copies of all correspondence between the Servicer and the Borrower or any guarantor related to this matter to Fannie Mae.

504.02D Lender Review of Required Financial Reporting

The Servicer must promptly review all information submitted by the Borrower or guarantor. If the Servicer determines that no additional follow-up is required, the Servicer must submit the certified material for the Borrower and guarantors requested by Fannie Mae through the MAMP, or as otherwise directed by Fannie Mae. The Servicer must also place that
material, and the financial information for any other guarantor received by
the Servicer, along with any explanatory schedules, in its Servicing File.

If the Servicer determines that additional follow-up is required to
explain any submitted material, or that additional or supporting information is
required (e.g., for a Lender using the Form 6620 series, a required item the
Borrower failed to attach to the submission, or an item to which the Borrower
failed to certify), the Servicer must contact the Borrower or guarantor
promptly to request additional information. Once the additional or
resubmitted information is received, the Servicer must submit a copy of all
financial reporting, explanatory schedules, and other supporting information
furnished by the Borrower and guarantor to the MAMP for the Borrower, or to
Multifamily Operating Statements for the guarantor.

504.02E  Maintenance of Annual Financial Reporting Records

The Servicer must retain the original of all financial records,
certifications, and related information furnished by the Borrower or guarantor
(including each Annual Loan Agreement Certification, if used by the
Servicer, and any explanatory schedules) in its Servicing File.
Chapter 6  Watchlist Management

Section 601  General

This Chapter sets forth the minimum standards for identifying and servicing Mortgage Loans that exhibit signs of heightened credit risk. Certain circumstances may require the Servicer to perform additional servicing duties. Although Fannie Mae requires Servicers to service all Mortgage Loans to a high standard, those exhibiting heightened credit risk must be serviced to an enhanced standard commensurate with the increased risk. Fannie Mae may exercise its remedies under the Lender Contract if the Servicer fails to comply with the standards described in this Chapter. All of the requirements of this Chapter apply to Primary Risk Mortgage Loans and Secondary Risk Mortgage Loans unless otherwise indicated.

Section 602  Risk Rate and Maintain Servicer Watchlist

The Servicer must maintain a Servicer Watchlist by risk rating its Fannie Mae Mortgage Loan portfolio in order to identify Mortgage Loans exhibiting heightened credit risk consistent with the instructions and classification provided in this Chapter.

Section 603  Servicer Watchlist Classifications and Requirements

To promote consistency in identifying Mortgage Loans exhibiting heightened credit risk, Fannie Mae has defined rating classifications for the Servicer to determine which Mortgage Loans must be identified on the Servicer Watchlist described in this Chapter. These classifications are similar to regulatory definitions applicable to U.S. depository institutions with respect to assets exhibiting heightened credit risk.

603.01  Rating Classifications

603.01A  Pass Asset

A Pass Asset exhibits no evidence of an emerging weakness that could affect its future performance. A Pass Asset is performing as agreed and demonstrates none of the weaknesses described in the following definitions for a Pass/Watch Asset, Special Mention Asset, Substandard Asset, or Doubtful Asset.

603.01B  Pass/Watch Asset

A Pass/Watch Asset demonstrates a current weakness, condition, or characteristic that is not yet severe enough to warrant a Substandard Asset or Doubtful Asset rating.
Characteristics of a Pass/Watch Asset rating include, but are not limited to, physical condition, cash flow and/or other measures of performance that are weaker than expected or as underwritten, yet operating performance has not diminished such that the Asset should be adversely classified.

603.01C Special Mention Asset

A Special Mention Asset is a Mortgage Loan that would otherwise be rated Pass, but has potential weaknesses requiring close attention. Ordinarily assets rated Special Mention have deficiencies in their administration which corrective management action might remedy. If left uncorrected, these potential weaknesses may result in deterioration of the repayment prospects for the Mortgage Loan, or adversely affect its future performance. A Special Mention Asset rating is not a compromise between a Pass Asset and Substandard Asset rating, and should not be used to avoid exercising such judgment. Instead, it should be used to guide management on corrective measures that might be taken to strengthen an asset to avoid any potential deterioration in the asset’s quality.

Characteristics of a Special Mention Asset rating include, but are not limited to, matters not immediately impacting Property cash flow or asset value that, if left uncorrected, may warrant an adverse risk classification in the future, including:

- material noncompliance with any Loan Document (including, but not limited to, any Completion/Repair Agreement, Replacement Reserve Schedule, or Collateral Agreement), or other similar Borrower obligation;
- ownership or management problems;
- pending litigation, citations, or code/regulatory violations; or
- any other material structural weakness, or any other significant deviation from prudent lending or ownership practices.

603.01D Substandard Asset

A Substandard Asset is inadequately protected by the current net worth and paying capacity of the Borrower or the related Property, including any additional collateral pledged. A Mortgage Loan classified as a Substandard Asset must have a well-defined weakness or weaknesses that may jeopardize the timely repayment of the Mortgage Loan, and there must be a distinct possibility that the Borrower will default under the terms of the Mortgage Loan if the deficiencies are not corrected. While Substandard Assets generally will have a distinct potential for loss, an individual Mortgage Loan may still be rated as a Substandard Asset even though that Mortgage Loan does not have distinct loss potential should it default.

A Substandard Asset has a higher probability of payment default.
than a Pass Asset or a Pass/Watch Asset, or it has other well-defined weaknesses and requires more intensive supervision by the Servicer.

Characteristics of a Substandard Asset rating include, but are not limited to:

- inadequate debt service coverage; or
- repayment that depends on the sale of the Property (or other collateral, if any) securing the Mortgage Loan, the assumption of the Mortgage Loan, or other credit risk mitigants.

603.01E Doubtful Asset

A Doubtful Asset has all the weaknesses inherent in a Substandard Asset with the added characteristic that the weaknesses make timely collection or liquidation in full highly questionable and improbable on the basis of currently existing facts, conditions, and values.

A Doubtful Asset is either already in default or has a high probability of default, and may have a high probability of total or substantial loss. However, the extent of the loss may not be clear due to specific pending events that may strengthen the asset or mitigate the loss. Pending events can include mergers, acquisitions, liquidations, capital injections, obtaining and perfecting Liens on additional collateral, the valuation of collateral, and refinancing. Generally, pending events should be resolved within a relatively short period and the rating will be adjusted based on the new information.

603.02 Identification on Servicer Watchlist

A Mortgage Loan having characteristics of anything other than a Pass Asset or Pass/Watch Asset must be identified on the Servicer Watchlist by that Mortgage Loan’s risk rating classification.

603.03 Increased Communication with Fannie Mae

A Servicer must increase its communication with the appropriate Multifamily Loss Mitigation, Multifamily Maturity Management, and Top Loss Management Representative concerning any Mortgage Loan that meets the criteria of a:

- Special Mention Asset;
- Substandard Asset; or
- Doubtful Asset.

The Servicer must contact Multifamily Loss Mitigation, or the appropriate Multifamily Maturity Management or Top Loss Management Representative by telephone or e-mail within 10 Business Days after the
Servicer determines that a Mortgage Loan has moved to either a Substandard Asset or a Doubtful Asset since the last reporting period.

These communications must provide sufficient detail to ensure that Fannie Mae is fully apprised of the nature and severity of the factors leading to the rating characterization assigned by the Servicer.

A Servicer must act prudently and in a timely manner, as required under its Lender Contract, this Guide, and the Loan Documents, to mitigate the risk of loss or default with respect to Mortgage Loans serviced on behalf of Fannie Mae. Such actions may include, but are not limited to:

- increased monitoring of the management and operating results of the Property (and other collateral, if any);
- increased monitoring of the physical condition of the Property (i.e., increased inspections beyond the stated requirements);
- rescission of waivers or implementation of Loan Document requirements that serve to mitigate risk (e.g., the reinstatement of the Multifamily Loan Agreement requirement to fund the Replacement Reserve that had been previously waived); and
- increased communication with the Borrower and any party that has managerial rights pertaining to the Borrower or the Property (and other collateral pledged with respect to the Mortgage Loan, if any).

Section 604 Servicer Watchlist Submission

The Servicer must submit to Fannie Mae the Servicer’s Watchlist for all Primary Risk Mortgage Loans and Secondary Risk Mortgage Loans rated by the Servicer as a Special Mention Asset, Substandard Asset, or Doubtful Asset. For each Mortgage Loan on the Servicer’s Watchlist, the Servicer should:

- explain why the Asset is being reported, including the rationale for assigning the specific rating for that asset; and
- provide an update on the current status of the issues.

Additionally, the Servicer must answer “Yes” or “No” to the following 2 questions:

1. Is it likely that the Borrower will not be able to make Debt Service payments in a timely manner?
2. Is it likely the Borrower will not meet the contractual obligations to pay off the principal balance of this Mortgage Loan in a timely manner?

The Servicer’s Watchlist and answers to the above 2 questions
must be submitted within 45 days after the end of each calendar quarter, and no later than the due date shown in the MAMP. Submissions are made using the CSV upload template located in the Resource Library of the MAMP. Fannie Mae will review the submission and determine if further actions are warranted.

Section 605  Fannie Mae Watchlist

Fannie Mae maintains a Fannie Mae Watchlist that identifies Mortgage Loans that exhibit increased credit risk based on Fannie Mae’s proprietary Mortgage Loan rating system. Servicers are able to view all rated Mortgage Loans in the “My Portfolio” section of the MAMP.

Fannie Mae will initiate communications with the Servicer to discuss the severity of risk of each Mortgage Loan included in the Fannie Mae Watchlist.

Section 606  Action Plans

606.01  Action Plans for Primary Risk Mortgage Loans

The Servicer must submit an Action Plan for every Primary Risk Mortgage Loan identified as a Substandard Asset on the Fannie Mae Watchlist. However, no Action Plan is required for Small Mortgage Loans that are Substandard Assets unless specifically requested by Fannie Mae. Periodically, Fannie Mae publishes a schedule outlining the dates by which the Servicer must (i) determine whether any Mortgage Loan qualifies as a Substandard Asset, and (ii) submit the Action Plan.

Action Plans must contain details sufficient to allow Fannie Mae to understand (i) the areas of concern, (ii) the actions the Servicer is taking to resolve the issues, and (iii) the results of the actions. A Watchlist Management User Guide and prescribed formats for Action Plans are published on the Lender Dashboard of the Watchlist Management application and in the Resource Library of the MAMP. The Servicer must update Action Plans as needed, but not less frequently than twice per year to reflect:

- material changes;
- causes of issues and additional actions being taken;
- an explanation of how additional actions will reduce the risk factors of the Mortgage Loan; and
- the results of any actions taken previously.

A Servicer may suspend actions required under an Action Plan for a Substandard Asset if it is re-characterized as a Special Mention Asset, a Pass/Watch Asset, or a Pass Asset prior to the date set forth in the Fannie Mae publication by which the Servicer must determine whether any
Mortgage Loan qualifies as a Substandard Asset.

Fannie Mae will evaluate the quality of the Servicer’s Action Plans, including timeliness of the submission, completeness, appropriateness, and management activity.

### 606.02 Information Requests and Action Plans for Secondary Risk Mortgage Loans

Fannie Mae may request additional information from the Servicer with respect to Secondary Risk Mortgage Loans on the Servicer Watchlist. Such information may include an Action Plan which must be in the format prescribed in the Lender Dashboard – Watchlist Management application. All requested information and Action Plans must be provided by the Servicer within 5 Business Days after request by Fannie Mae.

### 606.03 Defaulted Mortgage Loans on Fannie Mae or Servicer Watchlist

The Servicer’s obligations with respect to defaulted Mortgage Loans are addressed in Part V, Chapter 7: Non-Performing Mortgage Loans. The Servicer must continue to execute activities set forth in an Action Plan (and as otherwise communicated to or with Fannie Mae) with respect to a defaulted Mortgage Loan until and unless servicing of the Mortgage Loan is transferred to Special Servicing in accordance with Part V, Chapter 7: Non-Performing Mortgage Loans. Once transferred to Special Servicing, the Servicer may suspend any actions required under an Action Plan.

### Section 607 Property Condition Concerns (Not Limited to Watchlist Loans)

Regardless of whether or not the Mortgage Loan is listed on the Fannie Mae Watchlist or the Servicer Watchlist, the Servicer must take the following actions if (i) a Mortgage Loan has a Property inspection rating of 4 or 5, as shown on the Fannie Mae Assessment Addendum ("Fannie Mae Assmt Addendum") tab of the MBA Master Inspection Form, or (ii) the property is found to have any life safety concerns or significant deferred maintenance:

- reinstating any suspended requirements for repair or replacement reserves escrows;
- inspecting the affected Property or Properties as frequently as necessary to identify, monitor, and work to correct the matter of concern, but in no event less frequently than required by Part V, Chapter 5: Surveillance;
- obtaining Fannie Mae’s approval prior to ordering a Property Condition Assessment ("PCA"); and
identify the Mortgage Loan as Substandard (or other appropriate classification) as directed by this Chapter.

Section 608  Servicer Fees for Workout, Modification, or Reinstatement

The Servicer may not charge the Borrower any fee for its own account, or seek reimbursement from the Borrower for any costs or expenses in connection with any workout, modification, or reinstatement of a Mortgage Loan on the Servicer Watchlist or the Fannie Mae Watchlist without the prior approval of Fannie Mae.

Section 609  Fannie Mae Contractors

Periodically, Fannie Mae may contract with others to provide asset management and other services on its behalf with respect to Mortgage Loans. All required interactions between a Servicer and such Fannie Mae contractors must be conducted as though the Servicer is interacting directly with Fannie Mae and, in all instances, consistent with the Servicer's obligations under this Guide.
Chapter 7  Non-Performing Mortgage Loans

Section 701  Generally

This Chapter sets forth the policies, procedures and standards for servicing Non-Performing Mortgage Loans through the default resolution process. The provisions of this Chapter apply, unless otherwise noted, to both Secondary Risk Mortgage Loans and Primary Risk Mortgage Loans.

Fannie Mae requires that, at a minimum, each Servicer offer the same standard of care to its Fannie Mae portfolio as it would its own portfolio. Subject to this Chapter, the Servicer must aggressively pursue collection of all amounts due from Borrowers under the Loan Documents to minimize losses. To that end, this Chapter sets forth the roles, duties and responsibilities of the various groups within Fannie Mae, the Servicer, and, if applicable, the Special Servicer charged with resolving delinquencies and defaults in the most efficient and expeditious manner.

The party performing the loss mitigation actions, as outlined in this Chapter 7, is referred to as the "Special Servicer". The Special Servicer will either be the Lender, Fannie Mae, or a contract Special Servicer for the Lender or Fannie Mae, as permitted by this Guide. In this Chapter, any reference to the respective rights or duties of the Lender or Fannie Mae, as the Special Servicer, shall also apply to any approved contract Special Servicer for the Lender or Fannie Mae; however, it is the Lender’s responsibility to ensure that any actions taken in its behalf by a contract Special Servicer fully comply with the requirements of this Guide.

The requirements set forth in this Chapter represent only the minimum requirements that Fannie Mae expects from the Servicer. Unusual circumstances may require the Servicer to perform additional servicing duties as directed by Fannie Mae. Fannie Mae requires a high standard of delinquent Mortgage Loan servicing. Failure to service in accordance with that standard may result in Fannie Mae’s exercise of its remedies as set forth in the Guide and the Lender’s Contract.

In the event of a conflict between this Chapter, the Lenders Contract, the Transaction Documents, and the Loan Documents, the following is the order of priority regarding governing provisions: (1) Loan Documents, (2) Transaction Documents, (3) Lenders Contract, and (4) this Chapter. To the extent not in contradiction with the Loan Documents, the Lenders Contract or the Transaction Documents, the requirements of this Chapter must be satisfied.

Section 702  Secondary Risk Mortgage Loans and Primary Risk Mortgage Loans
702.01 Generally

For certain Lenders, the Lender’s Contract with Fannie Mae will specify which party has all of the risk of loss on the Mortgage Loan, or if the Lender and Fannie Mae share the loss. In some Lender Contracts, the Mortgage Loans may be Secondary Risk until the Lender’s recourse obligation is deemed exhausted after which the Mortgage Loans will become Primary Risk.

702.02 Secondary Risk Mortgage Loans

702.02A Definition

A Mortgage Loan is considered a Secondary Risk Mortgage Loan when all losses incurred on such Mortgage Loan are contractually borne by the Lender until the Lender’s specified recourse obligation is deemed exhausted. This obligation to bear all losses is sometimes referred to as a "Top Loss" obligation. Because Secondary Risk Mortgage Loans will convert to Primary Risk Mortgage Loans upon the deemed exhaustion of the Lender’s obligation, Fannie Mae and the Servicer must work together to accurately track amounts for any losses that may have occurred.

702.02B Lender is Special Servicer

For all Secondary Risk Mortgage Loans, the Lender, or its approved contract servicer, will be the Special Servicer. The Special Servicer will be required to submit to Fannie Mae a Servicer Workout Action Template (“SWAT”) (Form 4810) for all Secondary Risk Mortgage Loans as more particularly provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 708.02: Servicer Workout Action Template (“SWAT”).

702.02C Deemed Exhaustion of Recourse Obligation

When the cumulative approved realized losses plus Potential Losses under a Secondary Risk Lender Contract equal or exceed 90% of the Lender’s recourse obligation under that Contract, the Lender’s recourse obligation under the Contract will be deemed to be exhausted and the remaining Mortgage Loans serviced under that Contract will be deemed to be Primary Risk Mortgage Loans. Fannie Mae will provide notice in writing to the Servicer at the time of such re-designation. Re-designation of a Mortgage Loan from Secondary Risk to Primary Risk does not relieve the Lender of its remaining recourse obligation.

Fannie Mae’s estimate of Potential Losses will be calculated as follows:

- the value of each Property (as provided below) securing all then-delinquent Mortgage Loans, less
■ the UPB of all then-delinquent Mortgage Loans, plus
■ estimated expenses to pursue a foreclosure Course of Action for all then-delinquent Mortgage Loans.

The value of the Property shall be calculated as follows:

■ 90% of the Property value of each Property securing each such delinquent Mortgage Loan if the value is established by an appraisal or broker’s opinion of value dated six (6) months or less prior to incurring the Potential Loss, or
■ 60% of the most recent Property value of each Property securing each such delinquent Mortgage Loan if the value is established by an appraisal or broker’s opinion of value dated more than six (6) months prior to incurring the Potential Loss.

### 702.03 Primary Risk Mortgage Loans Defined

#### 702.03A Definition

A Mortgage Loan is considered a Primary Risk Mortgage Loan when Fannie Mae bears all losses on the Mortgage Loan or when the Lender and Fannie Mae share the losses on the Mortgage Loan. All Mortgage Loans delivered under the DUS and Aggregation product lines and certain other Mortgage Loans where Fannie Mae either bears all the risk of loss or shares in a portion of the risk of loss are Primary Risk Mortgage Loans.

#### 702.03B Fannie Mae is Special Servicer

For all Primary Risk Mortgage Loans, Fannie Mae, or its contract servicer, will be the Special Servicer.

### Section 703 Mortgage Loan Defaults

#### 703.01 Anticipatory Defaults

When a Borrower indicates to the Servicer that it is no longer willing or able to continue to make its debt service or other payment obligations as required by the Loan Documents or to perform acts that are required by the Loan Documents, the Servicer must notify its Fannie Mae Representative immediately. The Servicer and Fannie Mae will determine whether such future non-performance is inevitable and whether to treat such a potential breach as immediate and, if repudiatory, to seek immediate relief.

#### 703.02 Performance Defaults
703.02A Failure of Borrower to Perform

The Loan Documents will provide acts of the Borrower that are required to be performed, the failure of which may be designated as an event of default. There may be grace periods for curing such a default. The Servicer must provide written notice of the default to Fannie Mae and to the Borrower as required in the Loan Documents. The Servicer must diligently pursue the Borrower’s cure thereof within the time permitted. If the Borrower fails to cure the default within the time provided in the Loan Documents to effect such a cure, a Performance Default has occurred. Depending on the severity of the Performance Default, Fannie Mae may permit the Servicer to monitor the default per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 703.02C: Lender Tenders for Minor or Immaterial Defaults.

703.02B Service of Process

Often, the Lender, Servicer, or Fannie Mae become aware of a Performance Default through receipt of a complaint, petition, or similar legal document in connection with a lawsuit. While the Servicer has the duty to provide notices of default to the Borrower, neither the Lender nor the Servicer is authorized to accept service of process on behalf of Fannie Mae. Fannie Mae’s Legal Department in Washington, DC must accept service of process for Fannie Mae related to any Mortgage Loan or Property.

703.02C Lender Tenders for Minor or Immaterial Defaults

1. Primary Risk Mortgage Loans

In some instances, for minor or relatively immaterial defaults (like materialmen and mechanics’ liens) on Primary Risk Mortgage Loans, Fannie Mae will elect to tender the Performance Default to the Servicer to monitor, engage legal counsel as necessary, and otherwise protect Fannie Mae’s security interest in the Property. These "Lender Tenders" will be monitored and special serviced by the Servicer using its customary standard of care for similar Performance Defaults in its own portfolio.

2. Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, all of the monitoring and special servicing activities for minor or relatively immaterial defaults will be performed by the Servicer.

3. Lender Tenders Not Subject to Requirements of this Chapter

Lender Tenders are not subject to the terms of this Chapter.

703.03 Monetary or Payment Defaults
Payments under the Note evidencing the Mortgage Loan are due on the first day of the month or such other date as may be specified in the Note. Typically, there is no grace period for making payments and payments made after the scheduled due date are past due even if late charges do not attach until some days later. If the Borrower fails to pay monies when due, whether the obligation arises under the Note or other Loan Document, a Monetary or Payment Default has occurred.

### 703.04 Date of Default

#### 703.04A Definition of Date of Default

The Date of Default is the date of the initial Payment Default or Performance Default.

#### 703.04B Definition of Non-Performing Mortgage Loan

After the Date of Default and until the default is cured, the Mortgage Loan is considered a "Non-Performing Mortgage Loan."

#### 703.04C Partial Payments by Borrower Do Not Change Date of Default

For purposes of computing the time period for initiating the Dual Track Approach and electing a Course of Action as described in this Chapter, partial payments made by the Borrower for monies due under the Note or other Loan Document does not advance forward the Date of Default. The last paid installment ("LPI") is the accounting term for indicating the due date of the last payment received. Partial payments may be received over time that advance the LPI date, but the Date of Default of the initial Payment Default or Performance Default will not change.

Per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 704.02: Partial Payments; Late Payments, before the Servicer is permitted to apply any partial payment to advance the LPI date, the Servicer must first obtain direction from Fannie Mae Special Asset Management. Fannie Mae may, at its option, require the Servicer to hold all such partial payments in suspense and not advance the LPI date until the Borrower has paid all amounts necessary to cure all Payment Defaults.

### 703.05 Late Charges and Default Interest

#### 703.05A Timing for Imposition of Late Charges and Default Interest

The imposition of late charges and default interest must be made in accordance with the amounts and at such time as specified in the Note or other Loan Document.

#### 703.05B Late Charges and Default Interest
1. Late Charges

Unless otherwise provided in the Lender Contract, all late charges are wholly retained by the Servicer. Any decision to waive the collection of late charges payable to the Servicer rests with the Servicer.

2. Default Interest

Unless the Lender’s Contract specifies otherwise, so long as the Servicer is making Delinquency Advances, the Servicer is entitled to retain that portion of the Mortgage Loan interest rate charged to the Borrower that is attributable to the default and intended to be added to the stated Mortgage Loan interest rate. If the Servicer is not making Delinquency Advances, no amount of the default interest component may be retained by the Servicer. Without regard to whether the Servicer is making Delinquency Advances, Fannie Mae is always entitled to the interest that accrues at the stated Mortgage Loan interest rate.

703.05C No Deduction for Late Charges or Default Interest

Late charges and default interest may not be deducted by the Servicer from the Borrower’s P&I payments, T&I deposits, or Collateral Agreement deposits.

703.05D Enforceability of Late Charges and Default Interest

The enforceability of late charges and default interest may depend on the law in the Property jurisdiction. The Servicer must determine, based on the facts and circumstances of any transaction and their legal counsel's advice, whether any such charges are enforceable in the Property jurisdiction prior to making demand.

Section 704 Notice of Default; Reservation of Rights

704.01 Notice of Default

704.01A Notice to Fannie Mae of Payment Default

Using the Multifamily Delinquency System, the Servicer must advise Fannie Mae of a Payment Default or a Performance Default on or before the 17th day of the month (or on the next Business Day if the 17th is not a Business Day) in which the Payment Default occurs or is discovered.

704.01B Notice to Fannie Mae of Performance Default

By written notice to its Fannie Mae Representative (Multifamily Loss Mitigation for Primary Risk Mortgage Loans, and Maturity Management Top Loss for Secondary Risk Mortgage Loans), the Servicer must advise Fannie Mae of certain Performance Defaults as provided in this Section.
Notice of a Performance Default must be given to Fannie Mae:

- within five (5) days after the Servicer becomes aware of the Performance Default; or

- if the Loan Documents permit a cure period after the Borrower receives written notice of its default or failure to perform any act under the Loan Documents, then within five (5) days after the Borrower’s cure period has expired and a Performance Default has occurred. The Servicer shall provide any such notice of the Performance Default to the Borrower per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 703.02: Performance Defaults.

If the Borrower’s default or failure to perform any act under the Loan Documents has been excused by a waiver given by the Servicer (if permitted pursuant to this Guide) or by Fannie Mae, such default or non-performance is not considered a Performance Default.

After having given Fannie Mae notice of a Performance Default, the Servicer should provide updates at least monthly to its Fannie Mae Representative, to advise of status of the default and the steps being taken by the borrower to cure the Performance Default.

704.01C Types of Performance Defaults

The following Performance Defaults must be reported by the Servicer, as provided in this Section; however, to the extent the Servicer believes that a Performance Default not listed below is material to the Borrower’s ability to perform under the Mortgage Loan, or the value of the Mortgage Loan or the Property, the Servicer should report that Performance Default as well:

1. Unauthorized Transfers

To the extent not approved in accordance with Part V, Chapter 4: Asset Management: Loan Document Administration, Section 418: Asset Management for Credit Enhancement Mortgage Loans and Multifamily Affordable Housing Properties, any transfers identified as a Transfer/Assumption in Part V, Chapter 4: Asset Management: Loan Document Administration, Section 418: Asset Management for Credit Enhancement Mortgage Loans and Multifamily Affordable Housing Properties, unless such type of transfer is permitted under the applicable Loan Agreement or Security Instrument for the Mortgage Loan.

2. Completion/Repair Defaults

The Borrower’s failure to complete required repairs in the aggregate in excess of the lesser of $50,000 or 10% of current UPB under a Loan Agreement, a Completion/Repair Agreement, a Replacement Reserve and Security Agreement, or any other Loan Document or agreement binding
upon the Borrower.

3. Mechanics’, Materialman’s or Judgment Liens

The Borrower’s failure to release or bond off a mechanics’, materialman’s or judgment lien that has been filed against the Property.

4. Failure to Maintain Insurance

The Borrower’s failure to maintain all insurance coverages as required by Part II, Chapter 5: Property and Liability Insurance and the applicable Loan Agreement or Security Instrument for the Mortgage Loan.

5. Failure to Maintain the Property

The Borrower’s failure to maintain the Property as required by the applicable Loan Agreement or Security Instrument for the Mortgage Loan, as evidenced by outstanding code violations or municipal code enforcement actions pending against the Property for immediately hazardous conditions (such as inadequate fire exits, rodents, lead-based paint, lack of heat, hot water, electricity, or gas, etc.), uninhabitable units on the Property, the failure to promptly make repairs to the Property following a casualty loss, demolition of Improvements on the Property, or waste or abandonment of the Property or its Improvements. For purposes of reporting under Part V, Chapter 7: Non-Performing Mortgage Loans, Section 704.01: Notice of Default, “uninhabitable units” do not include a unit where a tenant has vacated and the unit is being made ready, so long as the Borrower is promptly addressing the condition of the vacated unit and in the process of making it ready for leasing.

6. Change in Use

The Borrower’s alteration of the Property or change in use, unit mix or other characteristics of the Property, or converting any individual dwelling unit to commercial use, or initiating or acquiescing to a change in the zoning classification of the Property, or establishing any condominium or cooperative regime with respect to the Property, or subdividing the Property, without Fannie Mae approval as required by the Loan Documents.

7. Environmental Conditions

The Borrower’s failure to comply with its Operations and Maintenance (“O&M”) Agreement for the Property, or the existence of any environmentally hazardous materials that would constitute a Prohibited Activity or Condition under the Loan Agreement, Security Instrument, or other Loan Documents.

8. Non-compliance with Laws

Any violation of laws, ordinances or regulations by the Borrower and/or the Property, as required by Part V, Chapter 3: Custodial Account Requirements, Section 306: Interest-Bearing Accounts.
704.01D  Contact with Borrower

The Servicer must contact the Borrower as provided in this Chapter to determine why the payment has not been made and whether the payment will be made before the end of the month. The Servicer must continue to update the Multifamily Delinquency System on its discussions with the Borrower until the Mortgage Loan has been transferred to the Special Servicer (either Fannie Mae for Primary Risk Mortgage Loans, or the Servicer's special servicing area for Secondary Risk Mortgage Loans).

704.01E  Pre-Negotiation Letter

1. Execution

Prior to entering into any discussions with a Borrower regarding an anticipatory default (per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 703.01: Anticipatory Defaults) or after the Mortgage Loan has been transferred to the Special Servicer and prior to any further discussions with the Borrower regarding the Non-Performing Mortgage Loan and possible resolution of the default, the Borrower, Fannie Mae (if a Primary Risk Mortgage Loan), the Servicer (if a Secondary Risk Mortgage Loan) or the Lender (if the Lender has loss sharing and is not also the Servicer) must execute and send to the Borrower a written Pre-Negotiation Form Letter (NOI and Loan Document Provisions) (Form 4811) or Pre-Negotiation Form Letter (Form 4812).

2. Purpose of Pre-Negotiation Letter

The purpose of the Pre-Negotiation Letter is for all parties to acknowledge in writing that any discussions relating to resolution of the default are not binding on any party until the discussions are documented in a written agreement executed by all parties. Use of the Pre-Negotiation Letter minimizes the risk of a liability claim against Fannie Mae or the Servicer that the Borrower acted in reliance on a verbal representation by Fannie Mae or the Servicer.

704.02  Partial Payments; Late Payments

704.02A  Partial Payments

If the Borrower makes a partial payment, within five (5) business days after receipt of the partial payment the Servicer must send a letter to the Borrower, under the Servicer’s letterhead, the Multifamily Partial Payment Letter – Fees (Optional) Assessed (Form 4806).

704.02B  Late Partial Payment

If the Borrower makes a late and partial payment, within five (5) business days after receipt of the late and partial payment the Servicer must
send to the Borrower, under the Servicer’s letterhead, the Multifamily Partial Payment Letter – Fees (Optional) Assessed (Form 4806).

704.02C Full Payment After Expiration of Period Before Assessing Late Charges

If the Borrower makes a full payment after the date late charges are assessed, upon receipt of such payment the Servicer must send within five (5) business days the Borrower, under its letterhead, the Multifamily Late Payment Letter – Fees (Optional) Assessed (Form 4805).

If the amount of the payment received from the Borrower is not sufficient to cure all Monetary Defaults, the Servicer shall obtain direction from Fannie Mae Special Asset Management prior to applying the amount to past-due payments and advancing the LPI date. Fannie Mae may, at its option, require the Servicer to hold any such payments received in suspense until the Borrower has paid all amounts necessary to cure all Monetary Defaults.

704.02D Application of Partial Payments

If the amount of the payment received from the Borrower is not sufficient to cure all Monetary Defaults, the Servicer shall obtain direction from Fannie Mae Special Asset Management prior to applying the amount to past-due payments and advancing the LPI date. Fannie Mae may, at its option, require the Servicer to hold any such payments received in suspense until the Borrower has paid all amounts necessary to cure all Monetary Defaults.

704.02E Failure to Make Any Payment

If the Borrower fails to make any payment at all, within five (5) business days following the date late charges are incurred the Servicer must send to the Borrower, under the Servicer’s letterhead, the Multifamily No Payment Received Letter – Fees (Optional) Assessed (Form 4807).

704.02F Copies of Letters Sent to Borrower; Correspondence with Borrower

The Servicer must send to its Fannie Mae Representative a copy of any letter sent to the Borrower pursuant to this Chapter at the same time as it sends such letter to the Borrower. After outside counsel is engaged, any correspondence with the Borrower related to the Payment Default or Performance Default, or the Course of Action, must be made by or through the outside counsel.

Section 705 Capital Repairs and Protection of Property and Property Income
705.01A Generally

It is not unusual for a Property securing a Non-Performing Mortgage Loan to be in need of repairs during the default resolution process. Generally, a Payment Default or a Performance Default will result in a default under the Collateral Agreements for Replacement Reserves, Operating Deficit, Completion/Repairs, or other Collateral Agreements. When the Borrower is in default under a Collateral Agreement, the Special Servicer has discretion in applying the reserves or Letter of Credit proceeds either to repairs or replacements or to the payment of amounts due and owing to Fannie Mae under the Loan Documents.

1. Primary Risk Mortgage Loans

As part of its Asset Review for Primary Risk Mortgage Loans, as provided in this Chapter, the Servicer must advise Fannie Mae Special Asset Management of the type of repairs or replacements that are necessary and recommend whether the repairs should be funded from the Collateral Agreement funds. It is Fannie Mae's decision whether or not to accept the recommendation and use the funds for repairs or replacements for Primary Risk Mortgage Loans.

2. Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, the Lender must provide a SWAT describing the actions it intends to take to ensure the repair of the Property and to prevent further Property deterioration. The decision whether or not to use Collateral Agreement funds for repairs or replacements is the Special Servicer's. When making the decision whether to use the Collateral Agreement funds for repairs or replacements, the level of cooperation from the Borrower and remitting the monthly net operating income must be a factor to consider.

705.01B Health and Safety Repairs

If in inspecting the Property securing the Non-Performing Mortgage Loan, it is apparent that the Borrower is not making repairs related to the health and safety of the tenants or is allowing the physical condition of the Property to deteriorate, then:

- for Primary Risk Mortgage Loans, the Servicer must immediately notify Fannie Mae Special Asset Management and, if the Mortgage Loan has been transferred to Fannie Mae Special Asset Management for special servicing, Fannie Mae may elect to engage outside counsel to pursue the court appointment of a receiver, as well as enforce other rights and remedies; or
- for Secondary Risk Mortgage Loans, the Lender must provide a
SWAT describing the actions it intends to take to ensure the repair of the Property and to prevent further Property deterioration.

THE SERVICER MUST NOT ATTEMPT TO MAKE THE REPAIRS, HIRE CONTRACTORS TO MAKE THE REPAIRS, OR OTHERWISE TAKE ANY ACTION THAT COULD RESULT IN A MORTGAGEE-IN-POSSESSION STATUS.

705.02 Protection of Property Income

For all Non-Performing Mortgage Loans, if the Borrower is not accounting for and paying to the Servicer the monthly net operating income from the Property after the Date of Default, then:

- for all Primary Risk Mortgage Loans the Servicer must notify Fannie Mae Special Asset Management as part of the Asset Review or otherwise; or
- for all Secondary Risk Mortgage Loans, the Special Servicer must provide in the SWAT the actions it intends to take to obtain control of the net operating income.

705.03 Property Management Changes

705.03A Primary Risk Mortgage Loans

For Primary Risk Mortgage Loans, any proposed changes in the property management for Property securing a Non-Performing Mortgage Loan must be approved in writing by Fannie Mae Special Asset Management.

705.03B Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, the recommendation to change the property management for Property securing a Non-Performing Mortgage Loan must be included in the SWAT.

705.03C Approval Decision Criteria and Timing

The decision to approve the replacement property management must focus on, among other customary underwriting criteria, identifying conflicts of interest between the proposed Property Manager and Fannie Mae, as well as evaluating the Property Manager's ability to maintain the Property's physical condition and improve operating income.
Fannie Mae will communicate its approval or rejection of the proposed replacement of the property management within thirty (30) days after receipt from the Servicer of all information necessary to render its decision. Fannie Mae's approval may be conditioned upon receiving additional documentation or the satisfaction of additional requirements. If Fannie Mae has not approved or conditionally approved the proposed replacement property management within thirty (30) days after the Servicer's request, the proposed change in property management will be deemed to be denied by Fannie Mae.

**705.03D Documenting the Property Management Change**

Unless the change in property management is through a court-appointed receiver, the Servicer must send an original Assignment of Management Agreement (Form 4508) for the proposed new property management company executed by the Borrower and information regarding the new property management company to Fannie Mae Special Asset Management to effect a change in Property management.

**Section 706 Reinstatement; Calculation of Payoff Amount**

**706.01 Reinstatement**

**706.01A Primary Risk Mortgage Loans**

For Primary Risk Mortgage Loans, if the Borrower offers to reinstate a Non-Performing Mortgage Loan at any time after the Mortgage Loan has been transferred to Fannie Mae Special Asset Management, the Servicer must notify Fannie Mae Special Asset Management in writing. Fannie Mae will make the determination of whether to allow reinstatement of the Non-Performing Mortgage Loan.

**706.01B Secondary Risk Mortgage Loans**

For Secondary Risk Mortgage Loans, if the Borrower offers to reinstate a Non-Performing Mortgage Loan at any time after a SWAT has been provided to Fannie Mae, the Servicer (if not the Lender with the risk of loss) will notify the Lender in writing and the Lender will make the determination of whether to allow reinstatement, subject to applicable law, and provide an updated SWAT to Fannie Mae.

**706.02 Calculation of Payoff Amount**

For either Primary Risk Mortgage Loans or Secondary Risk Mortgage Loans, if in the course of performing loss mitigation actions the Special Servicer requires a computation of the payoff amount for the Mortgage Loan (e.g., for a demand letter to Borrower after acceleration, preparation of litigation pleadings for foreclosure judgment or deficiency suit,
determination of foreclosure bid, etc.), the Servicer shall calculate the full payoff amount and submit it for Fannie Mae’s confirmation in accordance with Part V, Chapter 2: Reporting and Remitting, Section 214.03: Calculating and Obtaining Confirmation of Payoff Amount. In those instances, if there is not an actual payoff of the Nonperforming Mortgage Loan expected, the anticipated foreclosure date or the “as of” date for the payoff shall be used as the “payoff date” in the calculation. In addition, the Servicer’s request for verification of the payoff amount must be submitted to Fannie Mae for confirmation at least two (2) business days before such payoff amount is needed by the Special Servicer or outside counsel for its demand letter, litigation pleadings, or other use.

Section 707  Non-Performing Primary Risk Mortgage Loans – Transfers to Fannie Mae Special Asset Management

707.01 Transfer to Special Servicing

At any time during the first 60 days after the Date of Default, a Non-Performing Primary Risk Mortgage Loan may be transferred to Fannie Mae Special Asset Management, to be the Special Servicer, if the Servicer or Fannie Mae determines that the Borrower is either not cooperating with attempts to resolve the default or it becomes apparent the Borrower will not be able to cure the default. Fannie Mae reserves the right to require any Non-Performing Primary Risk Mortgage Loan be transferred to Fannie Mae Special Asset Management prior to the 60th day after the Date of Default.

Any Non-Performing Primary Risk Mortgage Loan not previously transferred to Fannie Mae, as the Special Servicer, must be transferred to Fannie Mae Special Asset Management no later than the 60th day after the Date of Default.

707.02 Asset Review

At the time of the transfer of the Non-Performing Primary Risk Mortgage Loan to Fannie Mae for special servicing, in addition to the Servicing Transfer Memo prepared by the Servicer in accordance with Part V, Chapter 7: Non-Performing Mortgage Loans, Section 709.02: Servicing Transfer Memo, the assigned asset manager for Fannie Mae Special Asset Management and the appropriate representatives of the Servicer will engage in a discussion to determine what documents or additional due diligence may be required to review the status of the Non-Performing Mortgage Loan or the Property. This Asset Review may include:

- the delivery of copies of the Loan Documents to Fannie Mae;
- the review of the third-party reports obtained by the Lender prior to the origination of the Mortgage Loan;
- the review of the Underwriter’s Narrative, the Transaction
Approval Memo or other underwriting analyses and materials of the Lender related to the Non-Performing Mortgage Loan;

- the review of various other third-party reports, analyses, studies, proposals or other documents obtained by Fannie Mae or the Servicer subsequent to the origination of the Non-Performing Mortgage Loan;

- obtaining additional third-party reports (including Property appraisal, environmental study or PCA), studies or proposals; or other documents or due diligence related to the Non-Performing Mortgage Loan; or

- assessing the Borrower or Key Principal's financial condition, the operations of the Property, or the current market value and condition of the Property.

Section 708  Non-Performing Secondary Risk Mortgage Loans – Special Servicing

708.01 Servicer Performs Loss Mitigation Actions

For Secondary Risk Mortgage Loans, the Lender shall be the Special Servicer to perform all approved loss mitigation actions to be taken under the Dual Track Approach as described in this Chapter, including selecting and implementing a Course of Action for resolution of the Non-Performing Mortgage Loan.

708.02 Servicer Workout Action Template (“SWAT”)

708.02A Delivery of SWAT

The Special Servicer must submit to Fannie Mae Special Asset Management a SWAT for review and approval not later than:

- 60 days after the Date of Default for any Payment Default; or

- 15 days after the Maturity Date if the Borrower fails to pay off the Mortgage Loan on or before the Maturity Date.

It is expected that the Special Servicer has collected the necessary data and documentation to prepare its loss mitigation plan for the Non-Performing Mortgage Loan and selected a Course of Action prior to submission of its SWAT.

708.02B Purpose of SWAT

The purpose for the SWAT is to ascertain Potential Losses associated with the Non-Performing Mortgage Loan and the impact to the
Lender's recourse obligation. The SWAT communicates to Fannie Mae the Lender's selected Course of Action, the underlying collateral value (which may be the Special Servicer's estimate or a broker's opinion of value, prior to obtaining an appraisal), operations and physical condition of the Property, financial condition of the Borrower, and loss mitigation actions proposed to be taken by the Special Servicer. Additionally, the SWAT specifies an anticipated resolution date, the anticipated resolution costs, and, if foreclosure is the selected Course of Action, the timing for the Lender's purchase of the Mortgage Loan from Fannie Mae, as provided in this Chapter.

708.02C Contents of SWAT

The SWAT submission must include:

- a copy of the Note;
- a copy of the recorded Security Instrument; and
- a copy of the recorded Assignment of Security Instrument to Fannie Mae. If the Assignment has not been recorded, the Servicer must, within five (5) Business Days after delivery of the SWAT to Fannie Mae Special Asset Management either:
  - repurchase the Mortgage Loan from Fannie Mae in accordance with this Chapter; or
  - record the original Assignment and deliver to Fannie Mae a file-stamped copy of the recorded Assignment.

In addition, if foreclosure is the selected Course of Action, the SWAT must include justification for a bid at the foreclosure sale that is less than an amount calculated as follows:

- the actual UPB of the Mortgage Loan;
- accrued interest, plus default interest, to the date of foreclosure sale;
- sums advanced pursuant to the Security Instrument (e.g., taxes, legal costs and fees, etc.);
- the Yield Maintenance or Prepayment Premium; and
- accrued late charges;

Less the following amounts:

- funds held by the Servicer for taxes and insurance deposits, and Collateral Agreement deposits;
- funds collected or received as rents or net operating income; and
proceeds from any insurance loss settlement.

708.02D Fannie Mae Approves SWAT

If Fannie Mae approves the SWAT, the Special Servicer will be granted a limited power of attorney to take all actions on behalf of Fannie Mae, as the noteholder and record lien holder, in accordance with the approved SWAT. In addition, if the Special Servicer or its legal counsel determines that, with respect to a specific Non-Performing Mortgage Loan, a waiver of actions otherwise required in this Chapter is required by local law or a waiver will result in a more effective default resolution, then the Special Servicer must document the appropriate action through the SWAT.

708.02E Fannie Mae does not Approve SWAT

If Fannie Mae and the Special Servicer are not in agreement with the recommended Course of Action and the SWAT is not approved by Fannie Mae:

- the Lender may purchase the Non-Performing Mortgage Loan from Fannie Mae without expectation or ability to utilize the Lender's recourse obligation, as provided in this Chapter; or
- Fannie Mae may select or implement a Course of Action of its choosing. In such an event, the Lender must reimburse Fannie Mae, within one (1) month following written demand with supporting documentation of the amounts expended, for all costs incurred by Fannie Mae in connection with its implementation of the Course of Action. Fannie Mae may require settlement of any claims at any time before completion of the Course of Action, based on a valuation process and reasonable estimates of its future costs. All sums paid by Lender pursuant to this provision shall not be deemed Actual Losses and shall not be reimbursed to Lender or credited against the Lender's recourse obligation.

708.02F Updating SWAT

It is essential for the Special Servicer and Fannie Mae to have open and timely communication throughout the SWAT process. Therefore, all SWATs must be updated and resubmitted to Fannie Mae Special Asset Management until final disposition of the Non-Performing Mortgage Loan at the following intervals:

- within three (3) Business Days after the Special Servicer's receipt of new information impacting the approved SWAT that changes its elected Course of Action, including granting any forbearance, changing any listing prices or sales strategies for
the Property;
- at least ten (10) Business Days prior to a Non-Performing Mortgage Loan repurchase by Lender in accordance with this Chapter;
- at least five (5) Business Days prior to foreclosure sale, with a foreclosure strategy and bid justification to be determined as provided above in this Chapter;
- at least five (5) Business Days prior to the execution of any purchase and sale agreement for the Property; and
- at least every six (6) months after the initial SWAT submission even if no changes have been made.

708.02G Failure to Timely Deliver SWAT

If Fannie Mae notifies the Special Servicer that it has failed to submit a SWAT in accordance with this Section, the Special Servicer must prepare and submit the SWAT within fifteen (15) Business Days following Fannie Mae’s notification. Any continued failure to submit a required SWAT may result in Fannie Mae selecting or implementing a Course of Action of its choosing. In such an event, within one (1) month following written demand with supporting documentation of the amounts expended, the Lender must reimburse Fannie Mae for all costs incurred by Fannie Mae in connection with its implementation of the Course of Action. Fannie Mae may require settlement of any claims at any time before completion of the Course of Action, based on a valuation process and reasonable estimates of its future costs. All sums paid by Lender pursuant to this provision shall not be deemed Actual Losses and shall not be reimbursed to Lender or credited against the Lender’s recourse obligation.

708.02H No Credit Against Recourse

No credit against a Lender’s recourse obligation will be given without an approved SWAT.

Section 709 Special Servicing of Primary Risk Mortgage Loans

709.01 Fannie Mae Performs Loss Mitigation Actions

For all Non-Performing Primary Risk Mortgage Loans, Fannie Mae is the Special Servicer and makes all decisions regarding loss mitigation and actions to be taken under the Dual Track Approach, including selecting and implementing a Course of Action. Therefore, the Servicer must remain in close contact with Fannie Mae Special Asset Management regarding all Primary Risk Mortgages. Because of the loss sharing between Fannie Mae and the Lender, Fannie Mae will:
provide the Lender with copies of correspondence and pleadings related to its loss mitigation;

include the Lender in discussions regarding the selection and implementation of the Course of Action; and

provide the Lender with regular updates regarding the status of the Non-Performing Primary Risk Mortgage Loan.

Notwithstanding the foregoing, if the Lender or any of its subsidiaries or affiliates holds any equity interest in the Borrower (either as a direct investment or as a mezzanine lender), Fannie Mae will not provide any correspondence or communications to the Lender regarding the Non-Performing Primary Risk Mortgage Loan, other than copies of any correspondence required to be given to the Borrower.

Fannie Mae Special Asset Management will be the Servicer’s primary point of contact during default resolution. While Fannie Mae makes all decisions on Primary Risk Mortgage Loans, including application of payments, handling of reserves, and reinstatement of the Mortgage Loan, the Servicer must comply with Fannie Mae’s determinations as part of its servicing duties. If a Servicer takes any action on a Non-Performing Primary Risk Mortgage Loan without the prior approval of Fannie Mae, such action will constitute a breach of the Servicer’s obligations to Fannie Mae.

### 709.02 Servicing Transfer Memo

The Dual Track Approach requires a more formal relationship with the Borrower during the default resolution process. The Servicer and Fannie Mae must work together to collect the data and documentation needed to engage counsel and commence foreclosure proceedings. The Servicer is required to prepare a Servicing Transfer Memo (Form 4808). The Servicing Transfer Memo must be timely completed by the Servicer and delivered to Fannie Mae per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 707.01: Transfer to Special Servicing. Following the transfer of the Non-Performing Mortgage Loan to Fannie Mae, the Servicer must have no conversations or communication with the Borrower regarding the defaults, the Property condition, possible workouts or reinstatement, or other matters typically handled by the Special Servicer.

### Section 710 Engagement of Legal Counsel

#### 710.01 Fannie Mae Retains Legal Counsel

All legal counsel, whether for Primary Risk Mortgage Loans or Secondary Risk Mortgage Loans, must be retained by Fannie Mae. An Engagement of Counsel Letter will be used to document the contractual engagement and a copy will be provided to the Servicer and Special Servicer.
710.02 Primary Risk Mortgage Loans

For Primary Risk Mortgage Loans, Fannie Mae will refer the matter to legal counsel in the Property jurisdiction. The legal counsel will provide copies of all correspondence, pleadings and documents to the Servicer, the Lender (if different from the Servicer) and Fannie Mae, unless Fannie Mae's attorney-client privilege requires otherwise. Neither the Lender nor the Servicer (if different from the Lender) is permitted to have any conversations with legal counsel on Primary Risk Mortgage Loans, without also including a representative of Fannie Mae's Special Asset Management.

710.03 Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, the Special Servicer must refer the matter to Fannie Mae's legal counsel in the Property jurisdiction pursuant to the approved SWAT. Fannie Mae will provide a listing of legal counsel on retainer with Fannie Mae in the Property jurisdiction for the Special Servicer's choice or Fannie Mae will provide a recommendation to the Special Servicer based upon the nature of the default and other facts unique to the Non-Performing Mortgage Loan. Prompt completion and approval of the SWAT will give legal counsel sufficient time to complete its conflicts check and to begin the foreclosure process as described in this Chapter by commencing legal action to enforce the assignment of rents and initiating a foreclosure action. The legal counsel will provide copies of all correspondence, pleadings and documents to both the Lender and Fannie Mae, unless Fannie Mae's attorney-client privilege requires otherwise. For Secondary Risk Mortgage Loans, legal counsel will provide its invoices for fees and expenses to the Special Servicer for payment.

710.04 Payment of Legal Counsel Fees

710.04A Primary Risk Mortgage Loans

Fannie Mae will pay all legal counsel fees for Primary Risk Mortgage Loans, which counsel fees will be included in the calculation of final settlement of loss. If the Lender or Servicer chooses to retain separate legal counsel on Primary Risk Mortgage Loans, the fees and costs of the Lender's or Servicer's legal counsel will not be included in the final settlement of loss.

710.04B Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, the Special Servicer shall pay all legal counsel fees; however, prior to the Lender's repurchase of the Secondary Risk Mortgage Loan as provided in this Chapter, the outside counsel represents Fannie Mae as the noteholder. Notwithstanding the payment of legal fees by the Special Servicer, so long as Fannie Mae is the noteholder, Fannie Mae is the client to outside counsel pursuant to the
Engagement of Counsel Letter, and the payment of legal fees by the Special Servicer shall not be deemed to have created an attorney-client relationship between the Special Servicer and outside counsel. For Secondary Risk Mortgage Loans, the Special Servicer must provide Fannie Mae Special Asset Management with a copy of all invoices for legal services paid on behalf of Fannie Mae, and those legal counsel fees will be included in the calculation of the final settlement of loss.

Section 711 Courses of Action

711.01 Election and Implementation of a Course of Action

As described in this Chapter, Fannie Mae is the Special Servicer and performs all loss mitigation activities for Primary Risk Mortgage Loans. As such, Fannie Mae as the Special Servicer will elect a Course of Action (either jointly with the Lender, if applicable, or separately, depending upon the specific Course of Action), and implement the elected Course of Action. For Secondary Risk Mortgage Loans, the Special Servicer shall recommend the Course of Action in the Servicing Workout Action Template (“SWAT”) and, once approved by Fannie Mae, implement such Course of Action.

The Courses of Action are:

- Lender Purchase of Mortgage Loan, as described in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.02: Course of Action – Lender Purchase of Mortgage Loan;
- Lender Workout, as described in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.03: Course of Action – Lender Workout Election;
- Joint Fannie Mae/Lender Workout (a “Joint Workout”), as described in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.04: Course of Action – A Joint Workout;
- Foreclosure, as described in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.05: Course of Action - Foreclosure; and
- Note Sale or Discounted Loan Payoff, as described in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.06: Course of Action – Note Sale Election or Discounted Loan Payoff.

A Lender Purchase of Mortgage Loan and a Lender Workout may be exercised solely by the Lender and in the Lender’s sole discretion, subject to the requirements of Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.02: Course of Action – Lender Purchase of Mortgage Loan and Part V, Chapter 7: Non-Performing Mortgage
Loans, Section 711.03: Course of Action – Lender Workout Election. A Joint Workout must be agreed to jointly by Fannie Mae and the Lender, and implemented prior to the conclusion of a foreclosure, as provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.04: Course of Action – A Joint Workout. A Note Sale or Discounted Loan Payoff, as an alternative to foreclosure, must also be agreed to jointly by Fannie Mae and the Lender, as provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.06: Course of Action – Note Sale Election or Discounted Loan Payoff. Fannie Mae will generally follow the Dual Track Approach and, unless one of the other Courses of Action is being followed, a Foreclosure will be the applicable Course of Action.

711.02 Course of Action – Lender Purchase of Mortgage Loan

**LENDER PURCHASE OF A SECURITIZED MORTGAGE LOAN IS NOT PERMITTED UNLESS THE MORTGAGE LOAN HAS BEEN DELINQUENT FOR FOUR CONSECUTIVE MONTHS. ONLY AFTER THE PASSAGE OF SUCH FOUR CONSECUTIVE MONTH DELINQUENCY PERIOD MAY THE MORTGAGE LOAN BE REMOVED FROM THE SECURITY TRUST. A DELINQUENT MORTGAGE LOAN MUST BE REMOVED FROM THE SECURITY TRUST NOT LATER THAN 24 MONTHS AFTER INITIAL DELINQUENCY.**

711.02A Primary Risk Mortgage Loans

If the Non-Performing Mortgage Loan is four or more consecutive months delinquent, the Lender, at its option, may purchase the Mortgage Loan from Fannie Mae with its own funds and pursue its own course of action with respect to that Mortgage Loan.

711.02B Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, the Lender must specifically indicate this Course of Action on its SWAT, which will serve as documentation of the Lender’s agreement to repurchase the Mortgage Loan. Neither the purchase price nor any losses incurred on a Secondary Risk Mortgage Loan repurchased by the Lender pursuant to this Course of Action will be included in any loss sharing with Fannie Mae or be credited against the Lender’s recourse obligation but will be solely for the account of the Lender.

711.02C Purchase Price for Mortgage Loans

For Primary Risk Mortgage Loans and Secondary Risk Mortgage Loans purchased pursuant to this Section, unless otherwise provided in the Lender’s Contract, the purchase or repurchase price will be equal to:
• the then unpaid actual principal balance of the Mortgage Loan; plus
• interest as follows:
  • except for any Securitized Mortgage Loan, interest accrued through the purchase date; or
  • for any Securitized Mortgage Loan, interest for the entire month in which the purchase occurs based on the Security Balance remaining after applying the scheduled Mortgage Loan payment due on the first day of that month; plus
• any Prepayment Premium or Yield Maintenance owed to Fannie Mae as of the purchase date pursuant to the terms of the Note; less
• any Delinquency Advance made, but not reimbursed either by Fannie Mae or by or on behalf of the Borrower.

711.02D No Fannie Mae Approval Required

The election and implementation of this Course of Action does not require Fannie Mae’s concurrence or approval as long as the Lender complies with the foregoing requirements and exercises this option prior to the foreclosure sale or the conclusion of any other Course of Action.

711.02E Implementation of Course of Action

If this Course of Action is elected by the Lender, then the Lender may purchase the Non-Performing Mortgage Loan by:

• giving written notice to Fannie Mae of such election, or, if a Secondary Risk Mortgage Loan, indicating such election on the initial SWAT or updated SWAT, no later than 10 Business Days before the proposed purchase date, that Lender has elected to purchase the Mortgage Loan and identifying the anticipated purchase date;
• purchasing the Mortgage Loan on the identified purchase date at the purchase price as calculated in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.02C: Purchase Price for Mortgage Loans;
• purchasing the Mortgage Loan in the Lender’s own name or the name of an affiliate as indicated on the written notice of its election of this Course of Action, and thereafter implementing its own Course of Action with respect to that Mortgage Loan;
• delivering to Fannie Mae on the identified purchase date the purchase price, together with an original assignment of the Mortgage Loan, in recordable form for the applicable property
jurisdiction, and such other assignment documents as may be necessary to fully assign, without recourse, representation, or warranty, Fannie Mae’s interest in the Mortgage Loan to the Lender; and

- all documents delivered to Fannie Mae for execution shall be pursuant to Part V, Chapter 4: Asset Management: Loan Document Administration, Section 404.01: Submission of Documents to Fannie Mae.

Within five Business Days following receipt from the Lender of the purchase price and the assignment, Fannie Mae will execute and return to the Lender the original assignment, together with:

- the original Note endorsed, without recourse, representation or warranty, to the Lender (or its affiliate);
- the original Mortgage Loan file; and
- such other documents as necessary to fully assign, without recourse, representation or warranty, Fannie Mae’s interest in the Mortgage Loan to the Lender (or its affiliate).

### 711.03 Course of Action – Lender Workout Election

#### 711.03A Lender Workout Defined

With any Non-Performing Mortgage Loan in Monetary or Payment Default, the Lender may enter into an arrangement with the Borrower in which the Lender agrees to make its own loan and advance its own funds to the Borrower to cure the defaults (a “Lender Workout”).

Examples of instances where a Lender Workout may be appropriate include:

- Property cash flow shortfall is temporary in nature;
- the Mortgage Loan becomes delinquent within the first year following the sale of the Mortgage Loan to Fannie Mae;
- the cost of the Lender Workout to the Lender may be less than the cost to the Lender of a Joint Workout or foreclosure; or
- Mortgage Loans at Loss Level II or III.

#### 711.03B Documentation and Terms of Lender Workout

A Lender Workout must be documented as a separate loan from the Lender to the Borrower to meet the Property’s operating needs and fully cure the Monetary or Payment Default. The Lender may place whatever restrictions it deems appropriate on the disbursement and use of the funds.
The Lender Workout loan may be unsecured, secured by a subordinate lien against the Property (with Fannie Mae’s prior approval), or secured by other collateral. Any subordinate lien, by its express terms, must be fully subordinated to all Mortgage Loans in favor of Fannie Mae, and must comply with the requirements for junior liens included in Parts I, II, and III. The Loan Documents evidencing the Lender Workout loan must clearly indicate that the loan does not in any way affect the status of the Mortgage Loans owned by Fannie Mae or any of Fannie Mae’s rights or remedies in connection therewith, and that the amount owed under the Lender Workout is owed only and directly to the Lender and is not added to Fannie Mae’s Mortgage Loan(s).

**711.03C Lender Workout Has No Impact on Loss Sharing or Recourse Obligation**

1. **Primary Risk Mortgage Loans**
   
   Any sums lent by the Lender or expenses incurred by the Lender in a Lender Workout will not be included in the final settlement of loss for the Primary Risk Mortgage Loan.

2. **Secondary Risk Mortgage Loans**

   Any losses incurred on a Secondary Risk Mortgage Loan as a result of the Lender Workout will be the obligation of the Lender but will not be applied as a credit against the Lender’s recourse obligation.

**711.03D No Fannie Mae Approval Required**

Before committing to a Lender Workout with the Borrower, the Lender must obtain the written approval of Fannie Mae Special Asset Management. Fannie Mae Special Asset Management will have 10 Business Days from receipt of written notice from the Lender, containing the terms of the Lender Workout to approve or disapprove the Lender Workout Course of Action. With its notice of its intention to enter into a Lender Workout, the Lender must deliver a copy of the proposed Lender Workout documents, including subordinate lien documentation, if applicable, to Fannie Mae Special Asset Management for review and approval prior to execution. The purpose of this review is to determine that:

- the Lender Workout and related documents:
  - do not modify or waive any of the terms of the Mortgage Loan(s), including the Note rate, term, or amortization;
  - do not modify or waive any of the terms of the Collateral Agreements;
  - do not limit, waive, or lessen Fannie Mae’s rights, claims, or remedies under its Security Instrument including, but not limited to, obtaining a priority claim in a bankruptcy proceeding as a result of lending money to the Borrower;
do not prevent, or otherwise limit, Fannie Mae from enforcing its rights under the Mortgage Loan Documents in the event the Lender defaults under its workout with the Borrower; or

do not violate any bond documentation or Security rules, if applicable;

- the term of the Lender Workout loan does not exceed 24 months; and
- Fannie Mae is satisfied with the performance of any previous Lender Workouts and the total of all Lender Workouts does not materially impact the Lender’s financial condition.

If the Non-Performing Mortgage Loan has been accelerated prior to notice of the Lender Workout, it is in Fannie Mae’s sole discretion to agree to accept less than the full payoff and reinstate the Mortgage Loan.

If Fannie Mae approves the Lender Workout, the Lender must deliver a copy of the executed Lender Workout documents, including a Subordination Agreement, if applicable, to Fannie Mae Special Asset Management and to Fannie Mae Asset Acquisition and Custody. If the Borrower subsequently defaults under the Mortgage Loan after the Lender Workout, then the Servicer must follow the procedure outlined in this Chapter for a Non-Performing Mortgage Loan as if no Lender Workout occurred.

**711.03E Servicer Makes Delinquency Advances But Fails to Report Mortgage Loan Delinquent**

If a Servicer advances P&I payments on a Mortgage Loan with a Monetary or Payment Default, but the Mortgage Loan has not been reported as delinquent on the Multifamily Delinquency System as required in this Chapter, such advances will be considered an unauthorized Lender Workout and will not be considered a Delinquency Advance.

**711.03F Foreclosure Process Continues Unless Otherwise Agreed to by Fannie Mae**

If a Lender Workout is approved, the foreclosure process will continue until the earlier of the curing of the defaults by the Lender Workout or the foreclosure sale. If Fannie Mae approves the Lender Workout, the Lender must fully implement the Lender Workout on the approved terms, and thereby cure all defaults, prior to any scheduled foreclosure sale or the conclusion of any other Course of Action by Fannie Mae. If the Lender Workout is proceeding and is likely to be consummated, Fannie Mae may agree to reschedule (but not cancel) the foreclosure sale. Any agreement to delay a foreclosure sale or any other Course of Action to allow the implementation of the Lender Workout will be solely in Fannie Mae’s discretion.
JOINT WORKOUTS ARE NOT AVAILABLE FOR SECURITIZED MORTGAGE LOANS WHILE THE MORTGAGE LOAN REMAINS IN THE SECURITY TRUST.

711.04A Joint Workout Defined

Either the Lender or Fannie Mae may propose that the Lender and Fannie Mae attempt to negotiate a Joint Workout with the Borrower with respect to a Non-Performing Mortgage Loan. A refinancing of the Non-Performing Mortgage Loan under Fannie Mae’s In Place Loan execution as described in Part V, Chapter 8: In Place Loans is a Joint Workout under this Chapter.

711.04B Delinquency Advances Must Be Made During Negotiation of Joint Workout

If Fannie Mae and the Lender agree upon a Joint Workout, then during the negotiation of the workout agreement, the Servicer must continue to make Delinquency Advances to Fannie Mae in accordance with the Lender’s Contract. (See the Checklist of Issues to Consider in Doing a Workout Analysis (Form 4809) to review the specific tasks to be completed prior to electing a Joint Fannie Mae/Servicer Workout.)

711.04C Joint Workout Process

The following is a general description of how a Joint Workout process might work.

1. Fact-Finding Meeting

The first contact between the Borrower, Fannie Mae and the Lender will be a fact-finding meeting and will focus on:

- explaining the Dual Track Approach and, if the Pre-Negotiation Letter has not been signed, executing the letter;
- reviewing the documents necessary for the Servicer or Fannie Mae to complete its due diligence and the Asset Review (for a Primary Risk Mortgage Loan) or Asset Audit (for a Secondary Risk Mortgage Loan); and
- the Borrower’s explanation of its requested relief.

2. Fannie Mae and Lender Meeting

A separate meeting between Fannie Mae and the Lender will focus on:

- reviewing the Lender’s and Fannie Mae’s due diligence;
reviewing the Borrower’s request;
formulating a response to the Borrower’s request with emphasis on the source and use of funds necessary to implement the Joint Workout; and
the impact of the Joint Workout on the Lender’s servicing and loss sharing obligations to Fannie Mae and any modifications to each that need to be made.

It is important that any differences between Fannie Mae and the Lender be resolved at this meeting. If the Lender’s contribution to the Joint Workout or a modification to its servicing or loss sharing obligations must be documented, this must be included in a separate document between Fannie Mae and the Lender.

3. Workout Meeting with Borrower

If a Joint Workout appears feasible, Fannie Mae and the Lender will schedule a workout meeting with the Borrower. All parties, including Fannie Mae, the Lender, the Borrower, and their respective legal counsel, must attend and must allow enough time to facilitate a workout. Those in attendance must have authority to execute documents pursuant to a signed Pre-Negotiation Letter. Experience indicates that to be most productive, the workout meeting should start early in the morning and continue until a deal is reached or the parties agree to disagree.

4. Letter of Intent

If agreement is reached on all of the terms of the Joint Workout, counsel will draft a non-binding letter of intent, to be executed during the workout meeting. This letter of intent will set forth each party’s agreements and obligations until the formal, written modification documents are completed. The letter of intent must be specific enough to fully reflect the intent of the parties (other than any modifications to the Lender’s servicing or loss sharing obligations). Until the formal modification documents are completed and executed by all parties, there has been no modification of the terms of the Non-Performing Mortgage Loan or the Borrower’s obligations.

711.04D Modification, Extension, and Forbearance Fees

The Lender is not permitted to charge or collect from the Borrower a fee for any modification, extension, or forbearance of a Mortgage Loan without the prior written consent of Fannie Mae. If the Lender has a loss sharing obligation to Fannie Mae, then Fannie Mae and the Lender may jointly elect to charge the Borrower a modification, extension or forbearance fee. If Fannie Mae and the Lender elect to charge such fee, and so long as the Lender has a loss sharing obligation to Fannie Mae, Fannie Mae will share such fee with the Lender on the basis of:

- if the applicable Mortgage Loan is a Pre-Review Large
Mortgage Loan under Fannie Mae’s Multifamily Underwriting Standards (Form 4660), then pro rata between the Lender and Fannie Mae in accordance with their respective loss sharing percentages for such Mortgage Loan (taking into account any Modified Risk Loss Sharing (as defined in the Loss Sharing Addendum) applicable to the Mortgage Loan); or

- if the applicable Mortgage Loan is not a Pre-Review Large Mortgage Loan, then 40 percent to the Lender and 60 percent to Fannie Mae.

711.04E Triggering Modification Fees; Other Fees

If a Triggering Modification has occurred, a Triggering Modification Interim Loss Sharing calculation was made and a reserve was established against the Lender’s Operational Liquidity (as provided in the Loss Sharing Addendum), any fees other than those provided for in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.04D: Modification, Extension, and Forbearance Fees shall be split between Fannie Mae and the Servicer in accordance with their respective loss sharing percentages at the time of the Triggering Modification (taking into account any Modified Risk Loss Sharing applicable to the Mortgage Loan). Except as provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.04D: Modification, Extension, and Forbearance Fees with respect to modification, extension and forbearance fees, and any fees required by Fannie Mae in connection with a Triggering Modification, no other fees required by Fannie Mae in connection with a Mortgage Loan modification, extension or forbearance shall be split between the Lender and Fannie Mae.

711.04F Foreclosure Process Continues Unless Otherwise Agreed to by Fannie Mae

The discussions with the Borrower in attempting to reach agreement on a Joint Workout are part of Track One of the Dual Track Approach (maintaining dialogue with the Borrower to attempt to resolve the defaults) as outlined in this Chapter. Accordingly, Track Two, the Foreclosure Track, of the Dual Track Approach will continue and will not be postponed or delayed until agreement with the Borrower has been reached and the Joint Workout has been documented. If the Joint Workout is proceeding and is likely to be consummated, Fannie Mae may agree to reschedule (but not cancel) the foreclosure sale. If the parties are unable to agree on a Joint Workout, the parties shall continue to pursue the Track Two approach and proceed to foreclosure or such other Fannie Mae-approved course of action.

711.05 Course of Action - Foreclosure
LENDER PURCHASE OF A SECURITIZED MORTGAGE LOAN IS NOT PERMITTED UNLESS THE MORTGAGE LOAN HAS BEEN DELINQUENT FOR FOUR CONSECUTIVE MONTHS. ONLY AFTER THE PASSAGE OF SUCH FOUR CONSECUTIVE MONTH DELINQUENCY PERIOD MAY THE MORTGAGE LOAN BE REMOVED FROM THE SECURITY TRUST. A DELINQUENT MORTGAGE LOAN MUST BE REMOVED FROM THE SECURITY TRUST NOT LATER THAN 24 MONTHS AFTER INITIAL DELINQUENCY.

711.05A Primary Risk Mortgage Loans

Unless one of the other Courses of Action described in this Section has been selected, Fannie Mae will instruct outside counsel to vigorously pursue a foreclosure, following the foreclosure process described under Track Two of the Dual Track Approach in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 712: Dual Track Approach.

711.05B Secondary Risk Mortgage Loans

Unless one of the other Courses of Action described in this Section has been selected and, if part of a SWAT approved by Fannie Mae, the Special Servicer will instruct outside counsel to vigorously pursue a foreclosure, following the foreclosure process described under Track Two of the Dual Track Approach in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 712: Dual Track Approach.

If foreclosure is the approved Course of Action for a Non-Performing Secondary Risk Mortgage Loan, the Lender must purchase the Mortgage Loan from Fannie Mae. Such purchase of the Mortgage Loan from Fannie Mae is not considered to be the exercise of the Course of Action set forth in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.02: Course of Action – Lender Purchase of Mortgage Loan, but is part of the foreclosure Course of Action under this Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.05: Course of Action - Foreclosure and is to permit the Lender to credit bid at the foreclosure sale and/or if the winning bidder, to permit the Lender to hold title to and operate the Property in the name of the Lender or its designee. In connection with exercising the foreclosure Course of Action, the Lender must purchase the Mortgage Loan under one of the following options, either of which must be identified in the SWAT submitted to Fannie Mae.

1. Purchase Prior to Foreclosure

The Lender may purchase the Non-Performing Secondary Risk Mortgage Loan prior to foreclosure by:
indicating on the initial SWAT, or updated SWAT received by Fannie Mae no later than 10 Business Days before the proposed purchase date, that Lender has elected to purchase the Mortgage Loan prior to foreclosure, and identifying the anticipated purchase date;

- purchasing, on the identified purchase date, the Mortgage Loan from Fannie Mae at the purchase price as calculated below in this Part V, Section 711.05.B;

- purchasing the Mortgage Loan in the Lender’s own name (or the name of an affiliate as indicated on the approved SWAT), and thereafter implementing the foreclosure process in its own name;

- within five Business Days following receipt from the Lender of the purchase price together with an original assignment of the Mortgage Loan, in recordable form, Fannie Mae will execute and return the original assignment, together with:
  - the original Note endorsed, without recourse, representation or warranty, to the Lender (or its affiliate);
  - the original Mortgage Loan file; and
  - such other documents as necessary to fully assign, without recourse, representation or warranty, Fannie Mae’s interest in the Mortgage Loan to the Lender (or its affiliate);

- all documents delivered to Fannie Mae for execution shall be pursuant to Part V, Chapter 4: Asset Management: Loan Document Administration, Section 404.01: Submission of Documents to Fannie Mae;

- after completion of the foreclosure, the Lender or its affiliate will hold title to the Property until disposition;

  - the Lender will continue to submit updated SWATs for Fannie Mae’s approval until disposition of the Property, at which time the Lender will submit its Loss Notification Form (Form 4817) (as provided in the Lender’s Contract) to Fannie Mae; and

- if the Non-Performing Secondary Risk Mortgage Loan reinstates by the Borrower following the Lender’s purchase but prior to the foreclosure sale, the Lender will not be entitled to credit any future losses on the Mortgage Loan against its recourse obligation.

2. Purchase Immediately After Foreclosure

The Lender may purchase the Non-Performing Secondary Risk Mortgage Loan immediately following foreclosure by:
indicating on the initial SWAT, or updated SWAT received by
Fannie Mae no later than 60 Business Days before the
foreclosure sale date, that Lender has elected to purchase the
Mortgage Loan immediately following foreclosure (assuming
Fannie Mae is the winning bidder at the foreclosure sale), and
identifying the anticipated foreclosure sale date;

including with such SWAT an initial Asset Audit prepared no
later than 60 days following the Date of Default, and providing
to Fannie Mae a final and complete Asset Audit at least 60
Business Days prior to foreclosure;

no later than 10 Business Days prior to the foreclosure sale
date, prepare and deliver to Fannie Mae an original Special
Warranty Deed, in recordable form, and an escrow letter as
provided below. Fannie Mae will execute and deliver to an
agreed-upon escrow agent, pursuant to escrow instructions
also prepared by the Lender, the Special Warranty Deed,
together with (i) the original Note endorsed, without recourse,
representation or warranty, to the Lender, and (ii) the original
Mortgage Loan file. Such escrow letter must contain
instructions that require the escrow agent, within five Business
Days following the foreclosure sale date, to either (a) deliver the
Special Warranty Deed and other required documentation to
Lender upon Fannie Mae’s confirmation of receipt of the
purchase price or (b) return the original Special Warranty Deed
and all other documentation to Fannie Mae;

all documents delivered to Fannie Mae for execution shall be
pursuant to Part V, Chapter 4: Asset Management: Loan
Document Administration, Section 404.01: Submission of
Documents to Fannie Mae;

on the foreclosure sale date, the Lender purchases the
Property from Fannie Mae at the purchase price as calculated
below in this Part V, Section 711.05.B;

the Lender purchases the Mortgage Loan in its own name (or
the name of an affiliate as indicated on the approved SWAT),
and thereafter owns, operates and manages the Property until
disposition;

the Special Warranty Deed from Fannie Mae must be filed of
record immediately following the recording of the foreclosure or
trustee’s deed into Fannie Mae; and

the Lender will continue to submit updated SWATs for Fannie
Mae’s approval until disposition of the Property, at which time
the Lender will submit its Loss Notification Form (Form 4817)
to Fannie Mae.

3. Purchase Price for Purchase Immediately Prior To or After
Foreclosure

For Secondary Risk Mortgage Loans purchased pursuant to this Section, unless otherwise provided in the Lender's Contract, the purchase or repurchase price will be equal to:

- the then unpaid actual principal balance of the Mortgage Loan; plus
- interest as follows:
  - except for any Securitized Mortgage Loan, interest accrued through the purchase date; or
  - for any Securitized Mortgage Loan, interest for the entire month in which the purchase occurs based on the Security Balance remaining after applying the scheduled Mortgage Loan payment due on the first day of that month; less
- any Delinquency Advance made, but not reimbursed either by Fannie Mae or by or on behalf of the Borrower.

711.05C Deed-in-Lieu of Foreclosure

Fannie Mae, in its sole discretion, may or may not elect to take a deed-in-lieu of foreclosure for any Primary Risk or Secondary Risk Mortgage Loan.

711.05D Management of Property Post Title Vesting in Fannie Mae

If Lender has made a Deferred Asset Valuation Date Election under its Loss Sharing Addendum, and title to a Property has vested in Fannie Mae, its affiliate or nominee as a result of a Foreclosure Event (as defined in the Loss Sharing Addendum) or other judicial process, Fannie Mae shall, except for matters relating to life/safety at the Property, consult with the Lender for purposes of making joint decisions with the Lender with respect to major decisions regarding the management and disposition of the Property, including but not limited to:

- the timing and terms of listing the Property for sale;
- the acceptance of terms of sale of the Property;
- any financing of the Property;
- approval of any business plan with respect to the Property;
- approval of each annual budget for the Property;
- any deviation from the approved budget by more than 20 percent with respect to any line item on a semi-annual basis;
- approval and implementation of any rehabilitation or renovation plan with respect to the Property;
711.05E  Deficiency Suits

1. General

If a foreclosure sale is conducted with respect to a Property, Fannie Mae shall determine whether to pursue a deficiency against the Borrower or pursue any guarantor who may have liability with respect to such Mortgage Loan post-foreclosure or other final disposition of the Mortgage Loan (a "Deficiency Suit"), if such action is available under applicable state law.

Nothing in this Section E shall be deemed to relieve either Lender or Fannie Mae from any claims of indemnification under the terms of their Contract.

2. Fannie Mae Deficiency Suit Election

If Fannie Mae elects to pursue a Deficiency Suit, and the Lender’s Allocable Percentage per the Loss Sharing Addendum with respect to the relevant Mortgage Loan is greater than zero, the Lender may elect to share in the cost and recovery related to such Deficiency Suit. If the Lender elects to participate in such Deficiency Suit, Fannie Mae shall bear 67 percent of the costs and expenses of such Deficiency Suit, and the Lender shall bear 33 percent of the costs and expenses of such Deficiency Suit. Likewise, any recovery resulting from the Deficiency Suit shall be shared 67 percent to
Fannie Mae and 33 percent to the Lender.

If Fannie Mae elects to pursue a Deficiency Suit, whether or not the Lender elects to participate in such Deficiency Suit, Fannie Mae shall make all decisions in its sole and absolute discretion regarding such Deficiency Suit, including but not limited to, selection of counsel, election of venue, relief to be sought, and the settlement of the Deficiency Suit.

3. Lender Deficiency Suit Election

If Fannie Mae elects not to pursue a Deficiency Suit following foreclosure, at the Lender’s request, Fannie Mae shall assign the Deficiency Suit to the Lender, to the extent permitted by law and provided that such assignment shall be at no cost to Fannie Mae, and the Lender may thereafter pursue such Deficiency Suit in its own name. If the Lender does pursue the Deficiency Suit, Fannie Mae may elect to participate in the cost and recovery of such Deficiency Suit. All costs and expenses of such Deficiency Suit will be shared equally between the Lender and Fannie Mae, and likewise, any recovery resulting from such Deficiency Suit shall be shared equally between the Lender and Fannie Mae.

If Fannie Mae elects not to pursue a Deficiency Suit, and the Lender elects to pursue such Deficiency Suit in its own name, Lender shall make all decisions in its sole and absolute discretion regarding such Deficiency Suit, including but not limited to selection of counsel, election of venue, relief to be sought, and the settlement of the Deficiency Suit.

4. Costs and Expenses; Loss Sharing

If the Lender and Fannie Mae are sharing the costs and expenses of any Deficiency Suit, the party prosecuting such Deficiency Suit shall submit copies of all invoices to the other party for reimbursement of the other party’s share of all costs and expenses incurred in connection with such Deficiency Suit. Such invoices shall be submitted no more frequently than every three months and shall be paid within 30 days of receipt.

Any recovery resulting from a Deficiency Suit, regardless of whether Fannie Mae or the Lender has participated in such Deficiency Suit, shall not affect the determination and payment of loss sharing pursuant to the Loss Sharing Addendum.

5. Withdrawal from Deficiency Suit

If Fannie Mae and the Lender are participating in a Deficiency Suit, either party may elect at any time to withdraw from the Deficiency Suit, in which case the withdrawing party shall be obligated to share the costs and expenses in the percentages set forth above through the date of its withdrawal. The withdrawing party shall not participate in any recovery.
711.06A Note Sale and Discounted Loan Payoff Defined

As an alternative to foreclosure of the Property, it may be the best exit strategy for Fannie Mae and the Lender to agree to sell Fannie Mae’s interest as the Noteholder. A sale of the Non-Performing Mortgage Loan to a third party is a “Note Sale”, and accepting less than the full payoff from the Borrower is a “Discounted Loan Payoff”. Such sale of the Non-Performing Mortgage Loan or acceptance of a Discounted Loan Payoff must be on terms mutually-agreeable to Fannie Mae and Lender.

711.06B Lender Ability to Bid

If Fannie Mae and the Lender agree to consider a Note Sale as the Course of Action for a Non-Performing Primary Risk Mortgage Loan, the Lender will have the option to participate in the Note Sale bidding process with other potential third-party purchasers after Fannie Mae and the Lender have mutually-agreed upon the Note Sale terms and pricing floor. The Lender’s bid will be considered by Fannie Mae on the same basis as any other third-party bids received for the Note Sale. If the Lender is the successful bidder, the Lender will purchase the Non-Performing Mortgage Loan on the same terms as published to all bidders by Fannie Mae or, if utilized, the Note Sale broker. Any such sale of the Non-Performing Mortgage Loan to the Lender shall be without recourse, representation or warranty by Fannie Mae, except as otherwise agreed by Fannie Mae.

711.06C Any Note Sale or Discounted Payoff Gives Rise to Loss Sharing Event

Any loss incurred by Fannie Mae in connection with a Note Sale or Discounted Payoff is a loss sharing event as contemplated by the Lender’s Contract.

711.06D Note Sale – Secondary Risk Mortgage Loans

For Non-Performing Secondary Risk Mortgage Loans, the selection of a Note Sale as the Course of Action must be included in the SWAT submitted to Fannie Mae for approval. The approved Note Sales price will be the Asset Value for purposes of determining the reduction in the Lender’s recourse obligation.

If a Note Sale is the approved Course of Action for a Non-Performing Secondary Risk Mortgage Loan, the Lender must purchase the Mortgage Loan from Fannie Mae under one of the following options, either of
which must be identified in the SWAT submitted to Fannie Mae.

1. Purchase Prior to Consummation of the Note Sale with the Third-Party Note Purchaser

The Lender may purchase the Non-Performing Secondary Risk Mortgage Loan from Fannie Mae prior to consummation of the Note Sale by:

- indicating such election on the initial SWAT or updated SWAT, received by Fannie Mae no later than 15 Business Days before the proposed purchase date, that Lender has elected to purchase the Mortgage Loan prior to the Note Sale closing and identifying the anticipated purchase date;

- purchasing, on the identified purchase date, the Mortgage Loan from Fannie Mae at the purchase price as calculated in Part V, Section 711.05.B.3;

- purchasing the Mortgage Loan in the Lender’s own name (or the name of an affiliate as indicated on the approved SWAT), and thereafter consummating the Note Sale with the third-party Note purchaser;

- within five Business Days following receipt from the Lender of the purchase price together with an original assignment of the Mortgage Loan, in recordable form, Fannie Mae will execute and return the original assignment, together with:
  - the original Note endorsed, without recourse, representation or warranty, to the Lender (or its affiliate);
  - the original Mortgage Loan file; and
  - such other documents as necessary to fully assign, without recourse, representation or warranty, Fannie Mae’s interest in the Mortgage Loan to Lender (or its affiliate); and

- all documents delivered to Fannie Mae for execution shall be pursuant to Part V, Chapter 4: Asset Management: Loan Document Administration, Section 404.01: Submission of Documents to Fannie Mae.

2. Purchase Simultaneously with Consummation of the Note Sale with the Third-Party Note Purchaser

The Lender may purchase the Non-Performing Secondary Risk Mortgage Loan from Fannie Mae simultaneously with its consummation of the Note Sale by:

- indicating such election on the initial SWAT or updated SWAT, received by Fannie Mae no later than 30 calendar days before the proposed purchase date, that Lender has elected to purchase the Mortgage Loan simultaneously with the Note Sale.
closing and identifying the anticipated purchase date;

- no later than 10 Business Days prior to the purchase date, prepare and deliver to Fannie Mae an original assignment of the Mortgage Loan, in recordable form, and an escrow instruction letter as provided below. Fannie Mae will execute and deliver to an agreed-upon escrow agent, pursuant to the escrow instruction letter, the original assignment, together with:
  - the original Note endorsed, without recourse, representation or warranty, to the Lender (or its affiliate);
  - the original Mortgage Loan file; and
  - such other documents as necessary to fully assign, without recourse, representation or warranty, Fannie Mae’s interest in the Mortgage Loan to Lender (or its affiliate). Such escrow instruction letter must contain instructions that require the escrow agent, within five Business Days following the closing of the Note Sale, to either (a) deliver the original assignment and other required documentation to Lender upon Fannie Mae’s confirmation of receipt of the purchase price, or (b) return the original assignment and all other documentation to Fannie Mae;

- all documents delivered to Fannie Mae for execution shall be pursuant to Part V, Chapter 4: Asset Management: Loan Document Administration, Section 404.01: Submission of Documents to Fannie Mae;

- on the date of closing of the Note Sale with the third-party purchaser, the Lender will purchase the Mortgage Loan from Fannie Mae at the purchase price as calculated in Part V, Section 711.05.B.3;

- the Lender purchases the Mortgage Loan in its own name (or in the name of an affiliate as indicated on the approved SWAT), and thereafter simultaneously closes the Note Sale with the third-party purchaser; and

- the assignment of the Mortgage Loan from Fannie Mae must be filed of record prior to the recording of the assignment from the Lender (or its affiliate) to the third-party purchaser of the Note.

711.06E Discounted Loan Payoff - Secondary Risk Mortgage Loans

For Non-Performing Secondary Risk Mortgage Loans, the selection of a Discounted Loan Payoff as the Course of Action must be included in the SWAT submitted to Fannie Mae for approval. The approved Discounted Loan Payoff amount will be the Asset Value for purposes of determining the reduction in the Lender’s recourse obligation.
If a Discounted Loan Payoff is the approved Course of Action for a Non-Performing Secondary Risk Mortgage Loan, the Lender shall implement the Course of Action by:

- indicating in the initial SWAT, or updated SWAT received by Fannie Mae no later than 10 Business Days before the proposed payoff date, that Lender has elected such Course of Action and identifying the anticipated payoff date;
- delivering to Fannie Mae on the identified payoff date the payoff amount as calculated in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711.02C: Purchase Price for Mortgage Loans; and
- the Lender must follow the post-payoff actions as described in Part V, Chapter 2: Reporting and Remitting, Section 215: Post-Payoff Actions.

**Section 712 Dual Track Approach**

The Dual Track Approach and other requirements of this Part V, Section 712 apply to all Non-Performing Primary Risk Mortgage Loans and Non-Performing Secondary Risk Mortgage Loans.

For Secondary Risk Mortgage Loans, the Special Servicer must follow the Dual Track Approach as outlined here, unless revised by an approved SWAT. Unless the Lender has previously elected either the Lender Purchase or Lender Workout Course of Action, the Dual Track Approach (including the foreclosure process) must be immediately commenced by the Special Servicer following the transfer of the Non-Performing Mortgage Loan to the Special Servicer for default resolution.

**712.01 Dual Track Approach Generally**

The most effective and efficient approach to resolving a Non-Performing Mortgage Loan requires pursuing dual tracks concurrently:

- dialogue with the Borrower; and
- foreclosure process.

To be effective, both tracks of the Dual Track Approach must be pursued aggressively to ensure the Borrower understands the gravity of its default. The Dual Track Approach must be implemented immediately for all reported defaults, regardless of the Special Servicer’s subsequent election of
remedy to resolve the default. While the Dual Track Approach is described in detail in this Chapter, the default resolution process remains a case-specific process and not every case will fit perfectly into this approach.

712.02 Waiver of Dual Track Approach

For Secondary Risk Mortgage Loans, exceptions to the Dual Track Approach require a written waiver from Fannie Mae Special Asset Management, in the approved SWAT submitted pursuant to Part V, Chapter 7: Non-Performing Mortgage Loans, Section 705.01: Funding Capital Repairs During Default Resolution. If the outside counsel determines that a waiver to the Dual Track Approach is required by local law or if the Special Servicer determines that a waiver will result in more effective resolution of the default, then the Special Servicer must submit a written waiver request to Fannie Mae Special Asset Management in the SWAT, providing the reasoning for the waiver.

712.03 Track One: Dialogue with the Borrower

712.03A Purpose of Track One

Track one involves maintaining a dialogue with the Borrower during calendar days two (2) through 60, beginning immediately after the initial Payment Default or discovery of a non-monetary default that may become a Performance Default if not timely cured. When there is a default under a Mortgage Loan, it is absolutely essential that the Servicer immediately contact the Borrower to determine the cause of the default and to begin discussion on how the default will be cured. Until the Non-Performing Mortgage Loan is transferred to special servicing, the Servicer must maintain a dialogue with the Borrower and Fannie Mae Special Asset Management about an acceptable resolution of the Mortgage Loan’s default.

The first 30 calendar days of the Dialogue Track are focused on working with the Borrower to collect all sums due and owing or curing any possible Performance Default. While calendar days 31 through 60 continue to focus on collections or curing the default, the focus also includes preparing a Non-Performing Mortgage Loan for default resolution.

712.03B First 30 Calendar Days after a Default

During this stage of the Dialogue Track, a Servicer must act quickly and aggressively to establish contact with the Borrower to determine:

- the cause of the Performance Default or Payment Default;
- whether the Borrower will cure the Performance Default within the prescribed cure period or the Payment Default prior to the end of the month in which the missed payment occurred;
- the likelihood of the Borrower making the next month’s
payment; and

- if the missed payment will not be made, whether the Borrower will voluntarily turn over the monthly net operating income of the Property.

Because Fannie Mae requires Servicers to report all delinquent Mortgage Loans as of the 17th day of the month, Servicers must begin calling and corresponding with delinquent Borrowers as early as a few days after the Payment Due Date or the day before the Late Fee becomes due. These practices facilitate accurate and timely delinquency reporting to Fannie Mae. Waiting until the Late Fee becomes due to begin contacting delinquent Borrowers jeopardizes the Servicer’s ability to report and certify delinquent Mortgage Loans on a timely and complete basis.

712.03C Calendar Days 31 through 60 after a Payment Default or Performance Default

1. Primary Risk Mortgage Loans

During calendar days 31 through 60 after a Payment Default or Performance Default, or until the Non-Performing Primary Risk Mortgage Loan is transferred to Fannie Mae Special Asset Management as provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 707.01: Transfer to Special Servicing, the Servicer must remain focused on aggressively pursuing the Borrower to collect all amounts due or assure a cure of the Performance Default. The Servicer must continue to call and correspond with the Borrower and make every attempt to resolve the Payment Default or Performance Default.

2. Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, Fannie Mae expects aggressive communication with the Borrower to attempt to resolve the Payment Default or Performance Default quickly, before the need to transfer the Non-Performing Mortgage Loan to its special servicing to prepare the SWAT.

712.03D Cessation of Dialogue with the Borrower

1. Cessation of Negotiations with the Borrower

Continuing an open dialogue with the Borrower is premised on the Borrower providing documentation necessary to complete:

- the Servicing Transfer Memo for Primary Risk Mortgage Loans;
- or
- the SWAT for Secondary Risk Mortgage Loans.

It is expected that the Borrower will account for and remit the monthly net operating income from the Property to the Servicer. If the
Borrower is not willing to account for and remit the monthly net operating income to the Servicer, then further negotiations with the Borrower must cease immediately.

2. Primary Risk Mortgage Loans

Upon transfer of the Primary Risk Mortgage Loan to Fannie Mae Special Asset Management, the Servicer must cease any further dialogue or correspondence with the Borrower regarding the status of the Non-Performing Mortgage Loan or the Borrower’s efforts to cure the default. If the Servicer must engage in further discussions with the Borrower, a representative of Fannie Mae Special Asset Management must be included in the discussions.

3. Secondary Risk Mortgage Loans

Upon transfer of the Secondary Risk Mortgage Loan to the Servicer’s special servicing unit, the Servicer must document any further dialogue or correspondence with the Borrower regarding the status of the Non-Performing Mortgage Loan or the Borrower’s efforts to cure the default in its SWAT.

712.04  Track Two: Foreclosure Process

712.04A  The Foreclosure Process

1. Generally

Track two involves initiating the foreclosure process. Experience has shown that if the foreclosure process is delayed until the parties know whether a workout is achievable or an alternative Course of Action is preferred, valuable time is lost. Initiating the foreclosure process has the added benefit of keeping the parties focused on the problem. This overall approach necessarily requires:

- more formal communication with the Borrower; and
- use of outside counsel to document the relationship.

While relationships do not have to be hostile, the Special Servicer’s relationship with the Borrower must be based with a view toward loss mitigation. If the Non-Performing Mortgage Loan is non-recourse to the Borrower, immediate action is necessary to ensure that the Property is not allowed to deteriorate and that net operating income is accounted for and paid each month. Depending on the jurisdiction, the monthly net operating income (gross monthly income after payment of ordinary and customary operating expenses – exclusive of capital expenditures, repairs, or payments to Borrower’s affiliates) should be paid directly to the Servicer for remittance to Fannie Mae or held by a receiver until the delinquency is resolved.

2. Engagement of Counsel
The foreclosure process begins with the engagement of outside counsel in the Property jurisdiction as provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 710: Engagement of Legal Counsel; however, some of the preliminary notices prior to foreclosure (for example, notice of default, intent to accelerate, or acceleration) may be prepared by the Special Servicer's in-house counsel. Generally, the Special Servicer will direct outside counsel to:

- send or cause to be sent to the Borrower a formal written notice of default or other preliminary notices required prior to foreclosure;
- take immediate action to get control of the net operating income; and
- commence foreclosure.

Outside counsel must furnish the Special Servicer with copies of all documents that are sent to the Borrower or filed with a court (with copies to the Servicer on Primary Risk Mortgage Loans, and to Fannie Mae on Secondary Risk Mortgage Loans) in connection with the foreclosure and any related bankruptcy or other litigation, so that all parties may stay apprised of the status of the foreclosure.

3. Appraisal

If an Appraisal is required as part of the foreclosure process or any related bankruptcy or litigation, the Special Servicer will engage the appraiser using the Form Letter of Engagement for Appraiser (Form 4814). If the Special Servicer determines that the Appraisal should be covered by the attorney-client privilege and kept confidential, the Special Servicer should request either outside counsel or its in-house counsel to send the Engagement Letter for Appraiser. Prior to engaging the appraiser under the attorney-client privilege, the Special Servicer should confirm with outside counsel whether the privilege is likely to apply and what, if any, additional steps would be required to better ensure the protection of the attorney-client privilege. For Secondary Risk Mortgage Loans, if the Special Servicer elects to change the instructions to the appraiser, such request must be included in the SWAT. The cost for this Appraisal is a Delinquency Resolution Cost.

4. Postponement of Foreclosure Sale

Because a foreclosure sale may be postponed due to an impending workout or other alternative Course of Action, or a bankruptcy or other litigation, the Special Servicer must notify outside counsel to confirm the foreclosure sale prior to the scheduled foreclosure date. If the foreclosure sale is to be postponed, the Special Servicer will provide outside counsel with a new sale date, place, and time of the sale.
1. Maximization of Value of REO

Following foreclosure or other acquisition of title to the Property, the Special Servicer must diligently attempt to maximize the value of any REO acquired with an objective of ensuring that the physical and economic occupancy of the REO is at or above that of comparable property located in the same market as the REO.

2. “Walk Through” Report

To maximize the value of an REO, the Special Servicer must prepare a "walk-through" report detailing the rental status and condition of each unit with recommendations for repair and cost estimates for such repair. (With respect to individual units in a cooperative property, the Special Servicer will not be required to inspect any unit that is not sponsor-owned, vacant, or otherwise permitted to be inspected pursuant to applicable Loan Documents.) This report will be the basis for a management and marketing plan to be prepared by the Special Servicer (for Secondary Risk Mortgage Loans, this will be part of a SWAT submission).

3. Management and Market Plan

The management and marketing plan must include, at a minimum:

- staffing requirements;
- policies regarding tenant applications;
- due diligence;
- credit and previous history;
- late charges;
- returned checks;
- collection of delinquent rents;
- advertising;
- maintenance procedures;
- security deposits;
- rental collections and make-ready procedures;
- comparable rental data;
- information regarding target markets;
- tenant profiles and updated reports when necessary; and
- plans for repairing and restoring the REO to marketable condition, with improvements carefully underwritten to avoid over-improvements to the REO in comparison with similar property in the same market as that in which the REO is located.

4. Timing of “Walk Through” Report and Management and
Marketing Plan

It is expected that under ordinary circumstances, the time frame for maximizing the value must not exceed more than six (6) months from the date of acquisition of title to the REO.

The "walk-through" report and management and marketing plan must be in writing and part of the Special Servicer's Servicing File. The report and plan must be completed within one (1) month after the date of acquisition of title to the REO and become a part of Fannie Mae's files for Primary Risk Mortgage Loans or contained in a SWAT submitted with respect to a Secondary Risk Mortgage Loan. The Special Servicer must manage and dispose of the REO in accordance with such management and marketing plan. The REO management and marketing plan must be updated as changed circumstances require and, if a Secondary Risk Mortgage Loan, resubmitted to Fannie Mae as an updated SWAT, either upon the earlier of:

- as new information is available to the Special Servicer as to the management or marketing of the REO; or
- every six (6) months.

712.05 Description of Contractual Relationships

712.05A Two Contractual Relationships

In resolving delinquencies, two distinct and separate contractual relationships are involved, as follows:

- One is the Borrower/noteholder (Fannie Mae) relationship evidenced by the Loan Documents.
- The other is the Fannie Mae/Lender relationship evidenced by the Lender's Contract and the Guide.

When the Borrower is in default on the Mortgage Loan, the Borrower is in default under its contractual relationship with Fannie Mae as the noteholder. The Lender’s Delinquency Advance of the scheduled Mortgage Loan payments is based on the Lender’s Contract with Fannie Mae and does not cure any default under the Mortgage Loan nor advance the LPI date. The difference between the actual payment made by the Borrower and the scheduled payment made by the Lender is part of the final settlement of loss that is governed by the Lender’s Contract.

712.05B No Disclosure of Lender’s Contract Terms to Borrower; Borrower Not a Third-Party Beneficiary of Lender Contract

Neither the Lender nor the Servicer (if not the same) must discuss the Fannie Mae/Lender contractual relationship with the Borrower. If the
Borrower does not make a payment, regardless of whether the Lender makes a Delinquency Advance of the scheduled payment to Fannie Mae as part of its contractual obligation, the Mortgage Loan must be reported as delinquent by the Servicer and Fannie Mae’s records will reflect the Mortgage Loan as delinquent. The Borrower is not a party to, nor a beneficiary of, the Lender’s Contract between Fannie Mae and the Lender. The Lender’s obligation to make Delinquency Advances to Fannie Mae has no impact on the Borrower's obligation to make its payments under the terms of the Note.

712.05C  Primary Risk Mortgage Loans

Because the Lender does not retain an interest in the Mortgage Loan after selling the Mortgage Loan to Fannie Mae, for Primary Risk Mortgage Loans the Lender does not have the authority to take any actions that may impair Fannie Mae's rights or remedies, without Fannie Mae's prior written approval, including, but not limited to:

- making representations on behalf of Fannie Mae;
- waiving rights or remedies of Fannie Mae under the Loan Documents;
- modifying or altering the Loan Documents; or
- voting or making elections for Fannie Mae in any bankruptcy court proceeding.

712.05D  Secondary Risk Mortgage Loans

For Secondary Risk Mortgage Loans, the scope of the Special Servicer's authority to take any actions on behalf of Fannie Mae shall be expressly provided in the limited power of attorney granted by Fannie Mae.

712.06  Asset Audits for Secondary Risk Mortgage Loans

712.06A  Purpose of Asset Audits

An Asset Audit involves much of the same due diligence as the Lender performs during underwriting. This 're-underwriting' is essential to determine:

- the cause of the default;
- the current financial condition of the Borrower;
- the condition of the Property;
- the current market;
- the current condition of the Property management; and
- the cost of curing the default, including sources and uses of
funds.

712.06B Personnel Performing Asset Audits

The Asset Audit must be conducted by experienced workout staff of the Servicer who are not the same personnel as those who inspected the Property and prepared any asset review for the Lender when the Mortgage Loan was originated.

712.06C Timing of Asset Audits

Simultaneously with pursuing the Dual Track Approach, the Servicer must submit an Asset Audit to Fannie Mae Special Asset Management within 60 calendar days after the Date of Default as part of the SWAT.

Portions of the Asset Audit may take longer than 60 days, such as an environmental assessment and a lead-based paint risk assessment for any Property built before December 31, 1978. If this is the case, all of the information available by the 60th day after the Date of Default must be given to Fannie Mae Special Asset Management. The Servicer may submit a supplement to the Asset Audit as soon as the incomplete items are received. This process will enable Fannie Mae Special Asset Management to become aware of the major issues related to the Mortgage Loan default.

If the Servicer fails to timely provide a completed Asset Audit to Fannie Mae, Fannie Mae reserves the right to perform the Asset Audit itself or through a third party and assess the Servicer for the cost of the Asset Audit.

712.06D Content of Asset Audits

The Asset Audit must contain, at a minimum, the following:

- a determination of whether the default was economic-related or management-related;
- an on-site inspection to determine the physical condition and occupancy-level of the Property;
- photographs of the Property, improvements, and surrounding properties;
- an income and expense analysis of the Property, including a review of rent collection performance, historical expense levels, and contributions of capital by the Borrower (or its partners, members or shareholders);
- an analysis of the Property relative to the market;
- a thorough analysis of the original underwriting file and the
executed Loan Documents;

- an interview of the Key Principals or Principals of the Borrower and the Property management agent to determine the reason for the default and the likelihood and timing of a cure of the default by the Borrower;

- an assessment of the physical condition of the Property to determine whether maintenance of the Property has been deferred that would result in safety or liability concerns and the cost of necessary repairs;

- an environmental assessment, if applicable (see special requirements for environmental assessment in this Section);

- a review of the Borrower's payment history to determine compliance with the terms of the Note;

- a review of the Collateral Agreements for Completion/Repair, Replacement Reserves, Achievement, and Deficit Operation and payment activity to determine whether the reserves were adequately funded and whether the Borrower attempted to maintain the Property in marketable condition;

- a review of the tax and insurance deposits to ensure that payments are current;

- a title insurance update or bring-down to determine whether unauthorized second mortgages or other unauthorized encumbrances exist, or unauthorized transfers have occurred;

- a review of the ability of the Property management agent or of the ability of the Borrower to manage the Property, if owner-managed; and

- a review of the financial capability of the Key Principals or Principals to determine if additional capital is available.

The results of the Asset Audit must be documented in a concise memorandum format for use by all those involved in the selection of a Course of Action.

**712.06E Pre-Negotiation Letter**

Attached as an exhibit to the Pre-Negotiation Form Letter (NOI and Loan Document Provisions) (Form 4811) or Pre-Negotiation Form Letter (Form 4812) is a checklist of items and documents to request from the Borrower that will assist the Servicer in conducting the Asset Audit. An Asset Audit may, in the Servicer’s discretion, be dispensed with if the Performance or Payment Default is reasonably determined to be technical in nature or readily susceptible of cure. For example, if the Payment Default results from an inadvertent administrative error in mailing the monthly payment, or if the monthly payment is lost in the mail, an Asset Audit would
not be required if the Payment Default is cured within 60 days after the Date of Default. If the Payment Default is not cured within 60 days, the Asset Audit is due as soon as possible after the end of the 60-day period.

712.06F Special Requirements for the Environmental Assessment

1. Required Statement in Asset Audit

After reviewing the environmental assessment performed at Mortgage Loan origination and conducting a current on-site inspection to review any items noted in the original assessment done at Mortgage Loan origination, the Asset Audit must contain either:

- a statement that there is no material, adverse change in the results of the Phase I ESA or Phase II ESA, if applicable, or no non-compliance with any O&M requirements; or
- a statement that there is a material, adverse change in the results of the Phase I ESA or Phase II ESA, if applicable, or non-compliance with any O&M requirements and a description thereof.

2. Asset Audit Shows Material, Adverse Change

If the Asset Audit reflects a material, adverse change in the environmental condition of the Property, the Servicer must obtain another Phase I ESA or Phase II ESA, if applicable. Even if the Asset Audit does not reflect a material, adverse change, upon review of the Asset Audit by Fannie Mae, Fannie Mae may require the Servicer to obtain another Phase I ESA or Phase II ESA.

3. Engagement of Environmental Consultant

If another environmental assessment is required to be obtained, the Servicer must engage the environmental consultant using the Form Letter of Engagement for Environmental Consultant (Form 4815) unless the Servicer determines that the new Phase I ESA or Phase II ESA should be covered by the attorney-client privilege and kept confidential. If attorney-client privilege is desired, the Servicer must request either outside counsel or its in-house counsel to send the Engagement Letter for Environmental Consultant. Prior to engaging the environmental consultant under the attorney-client privilege, the Servicer must confirm with outside counsel whether the privilege is likely to apply and what, if any, additional steps would be required to better ensure the protection of the attorney-client privilege.

4. Cost of Environmental Assessment

The cost of the environmental assessment is considered a Delinquency Resolution Cost.
This timeline is hypothetical and represents the typical time frames that should be followed for all Non-Performing Mortgage Loans. Specific defaults may require action to be taken sooner or be delayed. For example, the Borrower may have filed for bankruptcy protection and, therefore, the Dual Track timeline must be implemented on an accelerated basis or delayed basis. As provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 710.01: Fannie Mae Retains Legal Counsel, the default resolution process remains a case-specific process and not every case will fit perfectly into this approach and timeline; however, to the extent this Chapter or the Guide requires certain actions to be taken within a specific time period, those specific time periods are required.

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<thead>
<tr>
<th>Date</th>
<th>Track 1</th>
<th>Track 2</th>
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| March 1    | • Borrower's Mortgage Loan payment is due. Servicer could technically send out a default notice on the 2nd; but, as a practical matter would not unless Servicer knew Borrower was not going to pay.  
• Or, Lender becomes aware of Borrower default in performance of its non-monetary obligations under the Mortgage Loan. |                                                                          |
| March 2 - 31 | • Servicer calls Borrower to find out cause of missed payment or default and whether default will be cured by the end of the month or if default will continue into the 2nd month [April].  
• If non-monetary default requires notice to Borrower to begin cure time, Servicer sends written notice of default to Borrower. | The Servicer may contact Fannie Mae Special Asset Management or its Fannie Mae Representative at any time prior to charging the Late Fee to discuss default resolution and whether the Borrower will be able to cure the default. The recommendation of an early transfer to Special Servicing may be discussed. |
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<tr>
<th>Date</th>
<th>Track 1</th>
<th>Track 2</th>
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<tr>
<td>March 11 (or day when Late Fee can be assessed)</td>
<td>If payment is not received, Borrower is subject to a Late Fees.</td>
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<tr>
<td>March 11 (or day after Late Fee can be assessed)</td>
<td>If no payment is received, then, under Servicer's letterhead, send out Multifamily No Payment Received Letter Fees (Optional) Assessed (Form 4807).</td>
<td></td>
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<tr>
<td>March 11 - 30</td>
<td>If full payment received after Late Fee can be assessed, under Servicer's letterhead, send out Multifamily Late Payment Letter Fees (Optional) Assessed (Form 4805).</td>
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<tr>
<td></td>
<td>If partial payment received after Late Fee is incurred, under Servicer's letterhead, send out Multifamily Partial Payment Letter Fees (Optional) Assessed (Form 4806).</td>
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<tr>
<td>March 17</td>
<td>Servicer reports status of defaulted Mortgage Loans via Multifamily Delinquency System and certifies that all Non-Performing Mortgage Loans have been reported.</td>
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<tr>
<td>Date</td>
<td>Track 1</td>
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<td></td>
<td>Before meeting with Borrower to discuss a potential workout, have Pre-Negotiation Form Letter (NOI and Loan Document Provisions) (Form 4811) or Pre-Negotiation Form Letter(Form 4812) executed by Borrower, Servicer, Fannie Mae or Lender.</td>
<td></td>
</tr>
<tr>
<td>March 18 - 31</td>
<td>If Primary Risk, the Mortgage Loan will be special serviced by Fannie Mae.</td>
<td>If Secondary Risk, the Servicer will perform the special servicing.</td>
</tr>
<tr>
<td>March 31</td>
<td>If full payment is not received by end of month, and if permitted by the Mortgage Loan documents, default interest starts and is imposed from the Date of Default [March 1].</td>
<td></td>
</tr>
<tr>
<td>April 1</td>
<td>Borrower's next Mortgage Loan payment is due.</td>
<td></td>
</tr>
<tr>
<td>April 1 - 30</td>
<td>Servicer continues dialogue with Borrower to assess whether default will be cured by end of month or if default will continue into the 3rd month [May].</td>
<td>Fannie Mae remains in contact with the Servicer to discuss collection efforts and whether the Borrower will be able to cure the default. The recommendation of an immediate transfer to Special Servicing may be discussed.</td>
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<tr>
<td>Date</td>
<td>Track 1</td>
<td>Track 2</td>
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<tr>
<td>April 15</td>
<td>Due diligence begins for Servicing Transfer Memo/SWAT; will likely involve meeting with Borrower to obtain factual information and documents.</td>
<td></td>
</tr>
</tbody>
</table>
| April 10 - 30 | For Primary Risk Mortgage Loans Servicer completes Servicing Transfer Memo and forwards to Fannie Mae Special Asset Management. Fannie Mae Special Asset Management and Servicer complete Asset Review.  

For Secondary Risk Mortgage Loans Servicer completes SWAT and forwards to Fannie Mae Top Loss Special Asset Management.  

An Asset Audit should be completed and forwarded to Fannie Mae Top Loss Special Asset Management if the Course of Action selected on the SWAT is Foreclosure. |        |
| May 1      | If payment is not received, Engagement of Counsel Letter is executed.  

Once legal counsel is engaged, all written correspondence with Borrower must be from legal counsel. |        |
<table>
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<tr>
<th>Date</th>
<th>Track 1</th>
<th>Track 2</th>
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<tbody>
<tr>
<td>May and June</td>
<td>For Primary Risk Mortgages, Fannie Mae will select Course of Action, unless Lender elects a Lender Purchase or Lender Workout. For Secondary Risk Mortgages, Servicer will select Course of Action in accordance with the approved SWAT.</td>
<td>Legal counsel starts process to enforce assignment of rents and begins foreclosure process.</td>
</tr>
<tr>
<td></td>
<td>Election of remedies implemented.</td>
<td>Primary Risk Mortgage Loans: Foreclosure action continues regardless of Course of Action unless Joint Workout is elected by Fannie Mae and Lender. In that case foreclosure sale would be rescheduled until workout is completed (subject to applicable law). Secondary Risk Mortgage Loans: SWAT is approved and unless a Joint Workout is approved, the Foreclosure action continues. The Lender purchases the Secondary Risk Mortgage Loan from Fannie Mae either prior to or immediately following the foreclosure sale.</td>
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**Section 713** Loss Sharing and the Appraisal Process in connection with a Foreclosure Event

**713.01** General

**713.01A** Appraisal Required; Defined Terms

An Appraisal of the Property is required in connection with any
Foreclosure Event for a Mortgage Loan that is subject to Loss Sharing. Capitalized terms in this Section not otherwise defined in the Glossary, shall have the meanings ascribed to them in the Loss Sharing Addendum. In the event of a conflict between the Loss Sharing Addendum and the Guide, the Loss Sharing Addendum will control.

713.01B Compliance with Loss Sharing Addendum

Each Appraisal must comply with the requirements of the Guide and the Loss Sharing Addendum. As used in this Section with regard to any required Appraisal, a “manifest error of fact” refers solely to a factual error or omission by the appraiser (such as a math error or an inaccurate reference to the county or other jurisdiction of the Property location), and not to any disagreement with the appraiser’s discretionary decisions or determinations (such as the appraiser’s use of a particular capitalization rate, comparable properties, or market adjustments).

713.01C Approved Appraisers

Each appraiser engaged to prepare an Appraisal pursuant to this Section must be approved by Fannie Mae. Periodically, the Lender must submit the names and, if requested by Fannie Mae, qualifications of its preferred appraisers to Fannie Mae for approval. Fannie Mae and the Lender each will maintain a current list of all approved appraisers who may provide an Appraisal under this Section.

713.01D Appraisal Requirements

The following applies to any Appraisal obtained pursuant to this Section.

- Each Appraisal and appraiser must comply with Part II, Chapter 2: Valuation and Income, Section 201: Market and Valuation.

- The Lender must provide the Appraiser Engagement Instruction Form (Form 4825) when engaging an appraiser to perform an initial Appraisal.

- Fannie Mae will use Engagement Letter for Appraiser (Form 4823 or Form 4826) or Engagement Letter for Review Appraiser (Form 4824) to engage an appraiser performing an initial Appraisal or a subsequent Appraisal (as applicable).

- All communication with a jointly engaged appraiser regarding the valuation of the Property must include joint participation by members of the appraisal review groups from both Fannie Mae and the Lender.

- If the Property has unused Low-Income Housing Tax Credits or
other tax credits that transferred to Fannie Mae as a result of a Foreclosure Event, the Asset Value as of the Asset Valuation Date will be the greater of (i) the value of the Property “as restricted”, plus the value of the unused tax credits, or (ii) the “as-is” market value of the Property. Fannie Mae and the Lender will engage either the appraiser or another third party to value such unused tax credits.

- Both Fannie Mae and the Lender must use an independent appraisal review group to allow appropriate communication with the appraisers, and to ensure consistent valuation practices and quality control. The appraisal review group may be either:
  - employees of Fannie Mae or the Lender, such as multifamily mortgage underwriters, who are not required to hold state appraisal licenses or certifications, but who are independent from their employers’ asset management and special servicing functions; or
  - an independent third-party appraisal firm.

- Fannie Mae and the Lender will provide to each engaged appraiser the most recent of the Property’s engineering, environmental, and Property Condition Assessment reports; each of which will be obtained jointly using the standard Engagement Letter for Engineering Consultant (Form 4821) or Engagement Letter for Environmental Consultant (Form 4822).

- If the Foreclosure Event is delayed, or if the Asset Valuation Date is not within 90 days after the date of the Appraisal that determines the Asset Value for Loss Sharing, either Fannie Mae or the Lender may require that the Appraisal be updated to reflect the Property’s value as of the Asset Valuation Date. Any Property Condition Assessment or Phase I Environmental Site Assessment used for the first Appraisal may be updated if either Fannie Mae or the Lender requires the Appraisal to be updated.

Following the receipt by the Lender of the Appraisal Notice referred to in this Section, if the Lender fails to cause an Appraisal to be conducted in accordance with the applicable timeline for the Single Appraisal Approach or the Dual Appraisal Approach, the Property’s Appraised Value will be determined exclusively by an appraiser selected by Fannie Mae, and the Lender will be deemed to have waived any right to challenge such valuation. Updates required due to material changes in market or Property conditions, including, but not limited to, changes in access and control of the Property, will be addressed on a case by case basis.

Nothing shall prohibit Fannie Mae from ordering its own Appraisal, Property Condition Assessment, or Phase I Environmental Site Assessment in conjunction with its activities as the Special Servicer for the Mortgage
Loan (e.g., for litigation contesting the Property’s Appraised Value, to determine foreclosure bidding strategy, in connection with a Borrower’s bankruptcy action, or other similar needs). However, any Appraisal, Property Condition Assessment, or Phase I Environmental Site Assessment obtained to determine the Asset Value must be obtained in accordance with this Section.

713.01E Appraisal Notice and Election of Appraisal Methodology

If an Appraisal is required to determine the Property’s Asset Value for any reason, including the commencement of the process described in Part V, Chapter 7: Non-Performing Mortgage Loans in connection with a Foreclosure Event, Fannie Mae will notify the Lender (the "Appraisal Notice").

Within 4 Business Days after receipt of the Appraisal Notice from Fannie Mae, the Lender must elect, by written notice (e.g., e-mail) to its Fannie Mae Representative in Special Asset Management, to use either the Single Appraisal Approach or the Dual Appraisal Approach. Once made, the Lender’s election will be binding on the Lender and Fannie Mae with respect to that Property and Mortgage Loan, and may not be changed unless mutually agreed upon in writing.

If the Lender fails to elect an Appraisal approach within the allotted time period, the Single Appraisal Approach will be used. However, if the Lender elects the Single Appraisal Approach, and Fannie Mae and the Lender are unable to jointly select and engage an appraiser as required by this Section, the Dual Appraisal Approach will be used.

713.02 Single Appraisal Approach

This Section outlines the recommended timeline and process to obtain an Appraisal using the Single Appraisal Approach, as further described in the Loss Sharing Addendum. Several variables may alter this timeline; however, the objective is to obtain a final Appraised Value as of the Asset Valuation Date.

713.02A Single Appraisal Approach Timeline

1. Fannie Mae will order any required Property Condition Assessment or Phase I Environmental Site Assessment within 4 Business Days after the Appraisal Notice, using the Engagement Letter for Engineering Consultant (Form 4821) or the Engagement Letter for Environmental Consultant (Form 4822).

2. The Lender will submit to Fannie Mae a short list of 2 or 3 preferred appraisers from the Lender’s list of approved appraisers.
3. Fannie Mae will select an appraiser from the Lender’s short list within 8 Business Days after its Appraisal Notice, and the appraiser will be engaged jointly by Fannie Mae and the Lender pursuant to the standard Engagement Letter for Appraiser (Joint Engagement) (Form 4823). Fannie Mae and the Lender will provide the appraiser with all appropriate information reasonably required to complete the Appraisal in a timely fashion.

4. The appraiser should be instructed to deliver the draft Appraisal within 20 Business Days after engagement.

713.02B Draft Appraisal Review

1. Fannie Mae and the Lender will each complete a review of the draft Appraisal within 10 Business Days after receipt. A joint conference call may be held with the appraiser, if requested by either Fannie Mae or the Lender. If either Fannie Mae or the Lender determines it is necessary, review comments and pertinent factual information will be provided to the appraiser and the other party. The joint conversation and information delivery are expected to occur within 15 Business Days after receipt of the draft Appraisal.

2. The appraiser should be instructed to deliver the revised draft Appraisal within 5 Business Days of receipt of comments and information.

3. Fannie Mae and the Lender will each complete a review of the revised draft Appraisal within 5 Business Days after receipt.

713.02C Acceptable Draft Appraisal

If the draft Appraisal is acceptable to both Fannie Mae and the Lender, the draft Appraisal will be finalized and the final Appraised Value will be the Asset Value. Prior to issuing the final Appraisal, the appraiser may address any factual errors or other issues that both parties agree should not materially impact the Appraised Value. The appraiser will be expected to deliver the final Appraisal within 5 Business Days of the request for the final Appraisal.

713.02D Non-Acceptable Draft Approach

1. If either Fannie Mae or the Lender does not accept the draft Appraisal and believes that discussions with the appraiser would not result in an acceptable Appraisal, notice will be given to the other party that the Appraisal is unacceptable. Within 8 Business Days after either party receives such notice:
■ a second appraiser will be selected by Fannie Mae from the Lender’s list of approved appraisers;
■ the second appraiser will be engaged jointly by Fannie Mae and the Lender pursuant to the standard Engagement Letter For Review Appraiser (Joint Retention) (Form 4824); and
■ the first Appraisal, written comments by Fannie Mae and the Lender (if any), and pertinent Property information will be shared with the second appraiser.

2. The second appraiser will examine the first Appraisal, and then initiate a joint call with representatives of Fannie Mae and the Lender within 10 Business Days after delivery of the first Appraisal and supplemental information.

3. The second appraiser will develop an independent opinion of the Asset Value as of the Asset Valuation Date, and prepare an Appraisal consistent with the Engagement Letter for Review Appraiser (Joint Retention) (Form 4824). The second appraiser should be instructed to deliver the Appraisal within 15 Business Days after the joint conference call.

4. The second Appraisal will be accepted, and the Appraised Value will be the Asset Value for Loss Sharing, without further review or consent by either Fannie Mae or the Lender, unless there is a manifest error of fact in the second Appraisal.

5. If either Fannie Mae or the Lender determines that the second appraiser has made a manifest error of fact, the correct factual information will be provided to the appraiser and the other party within 10 Business Days after receiving the second Appraisal.

6. The second appraiser will be expected to deliver a corrected final Appraisal within 5 Business Days after being advised of a manifest error of fact in the second Appraisal.

7. The corrected final Appraisal will be accepted, and the final Appraised Value will be the Asset Value for Loss Sharing, without further review or consent by either Fannie Mae or the Lender.

713.03 Dual Appraisal Approach

This Section outlines the recommended timeline and process to obtain an Appraisal using the Dual Appraisal Approach, as further described in the Loss Sharing Addendum. Several variables may alter this timeline; however, the objective is to obtain a final Appraised Value as of the Asset Valuation Date.
713.03A  Dual Appraisal Approach Timeline

1. Fannie Mae will order any required Property Condition Assessment or Phase I Environmental Site Assessment within 4 Business Days after the Appraisal Notice, using the Engagement Letter for Engineering Consultant (Form 4821) or the Engagement Letter for Environmental Consultant (Form 4822).

2. The Lender and Fannie Mae will each select and engage an appraiser from their individual lists of approved appraisers within 8 Business Days after the Appraisal Notice. The Lender will engage its appraiser pursuant to the standard Appraiser Engagement Instruction Form (Form 4825), and Fannie Mae will engage its appraiser pursuant to the standard Appraiser Engagement Letter for Appraiser (Fannie Mae Retention) (Form 4826).

3. Each appraiser should be instructed to deliver a final Appraisal within 35 Business Days after both appraisers have been engaged. Fannie Mae and the Lender will share copies of their respective final Appraisals with each other.

713.03B  Average of Appraised Values

If the 2 Appraised Values differ by 10% or less, the average of the 2 Appraised Values will be the Asset Value for Loss Sharing.

713.03C  Third Appraisal

1. If the 2 Appraised Values differ by more than 10%, within 4 Business Days after receipt of the final Appraisals:

   ■ a third appraiser will be selected by Fannie Mae from the Lender’s list of approved appraisers;

   ■ the third appraiser will be engaged jointly by Fannie Mae and the Lender pursuant to the standard Engagement Letter for Review Appraiser (Joint Retention) (Form 4824); and

   ■ the first 2 Appraisals, written comments by Fannie Mae and the Lender (if any), and pertinent Property information will be shared with the third appraiser.

2. The third appraiser will initiate a joint conference call with representatives from Fannie Mae and the Lender to discuss the first 2 Appraisals within 10 Business Days after delivery of the first 2 Appraisals and Fannie Mae’s and the Lender’s comments.
3. The third appraiser will develop an independent opinion of the Asset Value as of the Asset Valuation Date, and prepare an Appraisal consistent with the Engagement Letter for Review Appraiser (Joint Retention) (Form 4824). The third appraiser should be instructed to deliver the Appraisal within 15 Business Days after the joint conference call.

4. The third Appraisal will be accepted and the Appraised Value will be the Asset Value for Loss Sharing, without further review or consent by either Fannie Mae or the Lender, unless there is a manifest error of fact in the third Appraisal.

5. If either Fannie Mae or the Lender determines that the third appraiser has made a manifest error of fact in its Appraisal, the correct factual information will be provided to the third appraiser and the other party within 10 Business Days after receiving the third Appraisal.

6. The third appraiser will be expected to deliver a corrected final Appraisal within 5 Business Days after being advised of a manifest error of fact.

7. The corrected final Appraisal will be accepted, and the final Appraised Value will be the Asset Value for Loss Sharing, without further review or consent by either Fannie Mae or the Lender.
Chapter 8  In Place Loans

Section 801  General

Fannie Mae may refinance certain Portfolio Mortgage Loans that do not meet Tier 2 underwriting requirements ("In Place Loans") if:

- the Property securing the Portfolio Mortgage Loan is in good condition (or requires repairs that can reasonably be made in connection with the refinancing);
- Fannie Mae has had a satisfactory relationship with the Borrower; and
- the Portfolio Mortgage Loan may not realistically be able to be refinanced outside of Fannie Mae.

If Fannie Mae elects to purchase an In Place Loan refinanced by the Lender, special attention will be paid to preserving collateral value and mitigating credit risk by:

- improving the Property condition as necessary in an attempt to generate increased cash flow to repay the Mortgage Loan;
- maintaining the Property in good condition over the term of the In Place Loan by requiring good property management and adequately funded Replacement Reserves; and
- adding risk mitigating loan terms.

Section 802  In Place Loan Categories

802.01  Loan Sizing

Portfolio Mortgage Loans are divided into 3 categories:

- Level 1: Portfolio Mortgage Loans that comply with the Guide and meet the minimum Tier 2 requirements of the Form 4660, which are eligible for refinance by the Lender and purchase by Fannie Mae;
- Level 2: In Place Loans that refinance Portfolio Mortgage Loans but do not meet Tier 2 requirements, as described in Part V, Chapter 8: In Place Loans, Section 802.02: Level 2 In Place Loans; and
- Level 3: In Place Loans that refinance Portfolio Mortgage Loans but do not meet Tier 2 requirements, as described in Part V, Chapter 8: In Place Loans, Section 802.03: Level 3 In Place Loans.
To calculate the preliminary loan amount of a Level 2 In Place Loan or a Level 3 In Place Loan, the Lender must use an underwriting interest rate equal to the greater of:

- the rate established using current rates and a Tier 2 Plus/Plus Pricing Structure; or
- the applicable underwriting floor.

The preliminary pricing and loan amount should not be shared with the Borrower until approved in writing by Fannie Mae, as Fannie Mae reserves the right to adjust the final approved pricing, loan structure and loan amount based upon the individual characteristics of the In Place Loan and the Property.

### 802.02 Level 2 In Place Loans

Level 2 In Place Loans are Portfolio Mortgage Loans that:

- support an Underwritten DSCR not less than 5 basis points below Tier 2 standards and have an LTV not greater than 5 percentage points above Tier 2 standards;
- are subject to the special pricing and fee limitations set forth in Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives; and
- following approval by Fannie Mae, are committed and delivered by the Lender using the standard committing and delivery process specified in Part IV.

### 802.03 Level 3 In Place Loans

Level 3 In Place Loans are Portfolio Mortgage Loans that:

- support an Underwritten DSCR greater than 5 basis points below Tier 2 standards or have a LTV greater than 5 percentage points above Tier 2 Standards;
- may require highly customized loan structures and features;
- are subject to the special pricing and fee limitations specified in Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives;
- are committed and delivered using the standard loan committing and delivery process in Part IV; and
- are subject to a post-purchase monitoring process and may require changes in the Lender’s Restricted Liquidity Requirements.
802.04  Level 2 and Level 3 In Place Loans – Generally

If Fannie Mae does not approve an In Place Loan for purchase, then Fannie Mae in its sole discretion (or, for Portfolio Mortgage Loans with loss sharing, Fannie Mae and the Lender, in their joint discretion) may agree to enter into a modification and extension of the Portfolio Mortgage Loan with such additional loan terms as deemed necessary. Any modification or extension of the Portfolio Mortgage Loan, or any new Level 3 In Place Loan refinancing of a Portfolio Mortgage Loan with loss sharing will be subject to Triggering Modification Interim Loss Sharing under the Lender’s Loss Sharing Addendum.

Section 803  Eligibility Requirements

A Portfolio Mortgage Loan is eligible to be refinanced by the Lender and the In Place Loan purchased by Fannie Mae if:

- during the 12 months preceding the refinance, the Portfolio Mortgage Loan had a timely payment history;
- no unauthorized transfers or changes of the ownership interest in the Borrower occurred;
- no unauthorized Liens were placed or filed against the Property;
- during the 12 months preceding the refinance, the Property operations were stable or indicated a positive trend;
- the Property meets the underwriting and delivery requirements of the Guide in all respects (physical condition, unit mix, occupancy requirements, capital reserve, etc.), except as specifically modified by this Chapter; and
- the Lender is able to demonstrate in the Transaction Approval Memo that the credit risk of the Portfolio Mortgage Loan is reduced by the refinancing and that the refinancing is not merely a delay of an inevitable foreclosure of the Property that may increase any losses from the Portfolio Mortgage Loan in the process.

Section 804  Underwriting Process

804.01  Generally

Unless specifically modified in this Chapter, an In Place Loan must meet all of the requirements provided in:

- Part I;
- Part II;
the applicable Part III Chapters based on the specific products and features of the Mortgage Loan; and

Form 4660.

In all cases, the Lender must exercise prudent judgment and, unless modified by this Chapter, give the same selling and servicing representations and warranties as are required for newly originated Mortgage Loans.

### 804.02 Specific Underwriting Requirements

#### 804.02A Borrower Structure and Experience

No modifications are permitted to the underwriting requirements for the Borrower’s structure and experience set forth in Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals. A new Underwriting Certificate is required from the Borrower, any Guarantor of the In Place Loan, and any Key Principal. In addition, the Lender must:

- confirm the original underwriting of the organizational structure, experience and creditworthiness of the Borrower, Guarantor, Key Principal, and Principal;
- identify the Guarantor, Key Principals and Principals of the Borrower and report the results of the ACheck for each Borrower, Guarantor, Key Principal, and Principal;
- obtain updated copies of the organizational documents of the Borrower and the Key Principal and confirm that the Borrower’s organization complies with Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals;
- confirm that no unauthorized change has been made to the organizational structure and organization documents of the Borrower; and
- obtain a new good standing certificate from the jurisdiction where the Borrower is organized.

#### 804.02B Property Management

The Borrower is required to provide a management plan and a list of major repairs completed during the preceding 3 years, and the Lender must confirm that the Property is capably managed.

#### 804.02C Occupancy

The Lender is not required to obtain a copy of the Certificates of Occupancy for the Property. However, the Lender should review the original
loan files to identify any issues related to the legal status of the Property's occupancy, and all issues must be clearly outlined in the Lender's Transaction Approval Memo.

**804.02D** Property Zoning, Location, and Condition

The Lender must confirm that there has been no change in the zoning affecting the Property. If the Property zoning has not changed since the time the Portfolio Mortgage Loan was initially underwritten, and the Property is a non-conforming use, then a new zoning and non-conforming use analysis is not required for the Property. However, if the Property has been rezoned causing it to become a non-conforming use, or rezoned to further restrict the ability of an existing nonconforming use to rebuild, then the Lender must deliver a non-conforming use analysis. The Lender is not required to obtain an aerial photograph of the Property.

**Section 805** Appraisals, Inspections and Loan Documentation

**805.01** Appraisal

An Appraisal is required for all In Place Loans.

**805.02** Physical Condition Assessment

The Lender is required to obtain a PCA for all In Place Loans. It is particularly important that the Borrower makes all needed repairs and improvements, or funds a Completion/Repair Escrow in a sufficient amount so that the Property is either in good condition at refinancing or shortly thereafter. In addition, the Replacement Reserve must be fully funded in an amount that will ensure that the Property is maintained in good condition for the term of the In Place Loan.

**805.03** Environmental Assessment

If no Phase I Environmental Site Assessment was performed for the original Portfolio Mortgage Loan, then a Phase I Environmental Site Assessment is required for the In Place Loan. If a Phase I Environmental Site Assessment (or, if applicable, a Phase II Environmental Site Assessment) was performed for the Portfolio Mortgage Loan, then it need only be updated by the Environmental Professional re-inspecting the Property to determine if:

- an O&M Plan, if any, has been followed or is now required;
- any other Recognized Environmental Conditions or Business Environmental Risks identified in the original Phase I Environmental Site Assessment, but not the subject of an O&M Plan, have become worse and whether an O&M Plan should be
implemented;

■ any new Recognized Environmental Condition or Business Environmental Risk is apparent; and

■ any nearby land uses subject the Property to any Recognized Environmental Condition or Business Environmental Risk.

### 805.04 Mortgage Loan Documents

All new Loan Documents are required to document the In Place Loan.

### 805.05 Title Policy and Survey Requirements

#### 805.05A Title Policy

A new mortgagee title insurance policy is required for all In Place Loans.

#### 805.05B Survey

A new survey of the Property is required, unless:

■ the new mortgagee title insurance policy for the In Place Loan includes all title exceptions, including those that would appear on the most recent survey provided by the Borrower to the Lender;

■ the Borrower certifies that there have been no changes to the Property since the later of (i) the date of the survey referenced in the original title policy for the Portfolio Mortgage Loan, or (ii) the date of most recent survey of the Property; and

■ the Lender's inspection of the Property reveals no evidence of new construction on the site or encroachments on the site from adjoining properties.

### 805.06 Subordinate Debt

If the original Portfolio Mortgage Loan has any existing Subordinate Loans approved by Fannie Mae which will remain after the financing of the In Place Loan, the subordinate lender must reaffirm the subordination using the appropriate Subordination Agreement. The combined DSCR of the Senior Mortgage Loan and all Subordinate Loans must be disclosed for pricing during the underwriting of the In Place Loan.

### Section 806 Fees and Pricing Premiums
806.01 Origination Fees

For maximum Origination Fees for all Level 2 In Place Loans, and maximum underwriting and processing fees for all Level 3 In Place Loans, see Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives.

806.02 Pricing Premiums

No pricing premiums are allowed in connection with the financing of In Place Loans.

806.03 Loan Modification, Extension and Forbearance Fees

If Fannie Mae agrees (or, for Portfolio Mortgage Loans with loss sharing, Fannie Mae and the Lender jointly agree) to enter into a modification and extension of the Portfolio Mortgage Loan that does not otherwise qualify for refinancing as an In Place Loan in accordance with this Chapter, loan modification fees may be charged in connection with the modification and extension of the Portfolio Mortgage Loan as provided in Part V, Chapter 7: Non-Performing Mortgage Loans, Section 711: Courses of Action.
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<th><strong>Glossary</strong></th>
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<td><strong>A</strong></td>
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<tr>
<td>Achievement Agreement</td>
<td>Agreement requiring the Borrower to provide a letter of credit, cash, or guaranty as additional collateral to support the Mortgage Loan amount and specifying the terms for releasing the collateral.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
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<tr>
<td>• Achievement Agreements</td>
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<tr>
<td>Achievement Letter of Credit</td>
<td>Letter of Credit that is released as collateral when a certain event occurs or a requirement is met (e.g., construction completion, or minimum occupancy or EGI level reached).</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
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<tr>
<td>• Achievement Letters of Credit</td>
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<td>• Achievement LOC</td>
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<td>• Achievement LOCs</td>
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<tr>
<td>Action Plan</td>
<td>Servicer’s report to Fannie Mae including detailed analysis of Mortgage Loan and Property issues, Servicer's strategy for resolving issues, and related actions and outcomes.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td></td>
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<tr>
<td>• Action Plans</td>
<td></td>
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<tr>
<td>Activities of Daily Living</td>
<td>For Seniors Housing Properties, support for medication management and assistance with bathing, dressing, toileting, ambulating, eating and other similar activities.</td>
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<tr>
<td><strong>Synonyms</strong></td>
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<tr>
<td>• ADL</td>
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<tr>
<td>Activity Fee</td>
<td>For Bond Credit Enhancements, see Part XIV of the DUS Guide.</td>
</tr>
<tr>
<td><strong>Actual Cooperative Property Basis</strong></td>
<td>Financial analysis or valuation of a Cooperative Property conducted based on its actual operating performance.</td>
</tr>
<tr>
<td><strong>Actual Losses</strong></td>
<td>Net dollar amount of the loss on a Mortgage Loan as calculated on the Multifamily Loss Notification Form and approved by Fannie Mae.</td>
</tr>
<tr>
<td><strong>Additional Disclosure</strong></td>
<td>Part of the disclosure package published by Fannie Mae when issuing an MBS.</td>
</tr>
</tbody>
</table>

**Synonyms**
- Special Disclosure

| **Additional Disclosure Guidance** | Fannie Mae Multifamily Additional Disclosure Guidance (Form 4098) listing common loan characteristics that may require Additional Disclosure. |

**Synonyms**
- Special Disclosure Guidance

| **Adjustable Rate Mortgage Loan** | Mortgage Loan with an interest rate that periodically adjusts based on an Index per the Note or Loan Documents. |

**Synonyms**
- ARM Loan
- Adjustable Rate Mortgage Loans
- ARM Loans
Affiliate

When referring to an affiliate of a Lender, any other Person or entity that Controls, is Controlled by, or is under common Control with, the Lender.

When referring to an affiliate of a Borrower or Key Principal:

• any Person that owns any direct ownership interest in Borrower or Key Principal;
• any Person that indirectly owns, with the power to vote, 20% or more of the ownership interests in Borrower or Key Principal;
• any Person Controlled by, under common Control with, or which Controls, Borrower or Key Principal;
• any entity in which Borrower or Key Principal directly or indirectly owns, with the power to vote, 20% or more of the ownership interests in such entity; or
• any other individual that is related (to the third degree of consanguinity) by blood or marriage to Borrower or Key Principal.

Synonyms

• Affiliates

Affiliate-Owned Manufactured Home

Manufactured Home or park model home located on an MH Site that is owned by an Affiliate of the Borrower.

Synonyms

• Affiliate-Owned Manufactured Homes
• Affiliate-Owned Home
• Affiliate-Owned Homes

Affordable Regulatory Agreement

Regulatory, land use, extended use, or similar agreement or recorded restriction limiting rents, imposing maximum income restrictions on tenants, or placing other affordability restrictions on the use or occupancy of the Property (whether imposed by a government entity or self-imposed by a Borrower).
**Age-Restricted MH Community**
MH Community that limits residents to those who are over a particular age (e.g., persons who are age 62 or older, or at least 80% of the Manufactured Homes occupied by at least 1 person who is age 55 or older).

**All-Age MH Community**
MH Community that accepts residents of any age.

**Allocable Facility Amount**
For a Credit Facility, the amount of debt allocated to a given Property, used in calculating tests for collateral activity such as releases, substitutions, and additions.

**Synonyms**
- Allocable Facility Amounts

**ALTA**
American Land Title Association

**Alzheimer’s/Dementia Care**
Seniors Housing Property with units and beds for residents with significant cognitive impairment resulting from Alzheimer’s disease or other dementia, which are typically licensed and regulated by a state or local government authority.

**Synonyms**
- ALZ

**Applicant Experience Check**
Lender due diligence for the Borrower, Key Principal, and Principal using the ACheck application.

**Synonyms**
- ACheck
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Appraisal</strong></td>
<td>Written statement independently and impartially prepared by a qualified appraiser stating an opinion as to the market value of the Property as of a specific date, supported by the presentation and analysis of relevant market information.</td>
</tr>
<tr>
<td><strong>Appraisal Date</strong></td>
<td>Effective date of value in the Appraisal.</td>
</tr>
<tr>
<td><strong>Appraisal Notice</strong></td>
<td>As defined in the Loss Sharing Addendum.</td>
</tr>
<tr>
<td><strong>Appraised Value</strong></td>
<td>Appraiser’s opinion of the market value of the Property documented in the Appraisal, on an “as is” basis, unless use of an “as completed” basis is specifically permitted by the Guide.</td>
</tr>
<tr>
<td><strong>As Soon As Pooled</strong></td>
<td>Various purchase options permitting eligible Lenders to sell Mortgage Loans to Fannie Mae on an expedited basis pursuant to the applicable ASAP Contracts.</td>
</tr>
<tr>
<td>ASAP Options</td>
<td>ASAP Sale and ASAP Plus (including ASAP Plus POC) purchase options per Part IV A, Chapter 3: Committing, Section 306: ASAP Contracts.</td>
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<tr>
<td>Synonyms</td>
<td>• ASAP Option</td>
</tr>
<tr>
<td>ASAP Plus</td>
<td>Purchase option where an eligible Lender can deliver individual Mortgage Loans to Fannie Mae on an accelerated basis using a 2-stage delivery structure before they are re-delivered to Fannie Mae for purchase pursuant to the applicable ASAP Contract.</td>
</tr>
<tr>
<td>ASAP Plus Contract</td>
<td>Agreement between an eligible Lender and Fannie Mae containing the terms and conditions of an ASAP Plus transaction.</td>
</tr>
<tr>
<td>ASAP Plus POC</td>
<td>Purchase option where an eligible Lender can deliver individual Mortgage Loans to Fannie Mae on an accelerated basis using a 2-stage delivery structure and the issuance of a Payment Obligation Confirmation (as defined in the ASAP Plus POC Contract) before they are re-delivered to Fannie Mae for purchase pursuant to the applicable ASAP Contract.</td>
</tr>
<tr>
<td>ASAP Plus POC Contract</td>
<td>Agreement between an eligible Lender and Fannie Mae containing the terms and conditions of an ASAP Plus POC transaction.</td>
</tr>
<tr>
<td>ASAP Sale</td>
<td>Purchase option where an eligible Lender can deliver a Mortgage Loan to Fannie Mae and receive a cash payment for it, where the MBS from the Delivered Mortgage Loan is used to satisfy a trade with an MBS Investor.</td>
</tr>
<tr>
<td>ASAP Sale Contract</td>
<td>The contractual agreement between an eligible Lender and Fannie Mae containing the terms and conditions of an ASAP Sale transaction.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Asset Class</td>
<td>Type of Multifamily Property securing a Mortgage Loan (e.g., conventional, Seniors Housing, Manufactured Housing Community, Cooperative, etc.).</td>
</tr>
<tr>
<td>Asset Valuation Date</td>
<td>As defined in the Loss Sharing Addendum.</td>
</tr>
<tr>
<td>Asset Value</td>
<td>As defined in the Loss Sharing Addendum.</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>Seniors Housing Property offering services limited to non-medical personal care, including ADL assistance, which are typically licensed and regulated by a state or local governmental authority.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• AL</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing Materials</td>
</tr>
<tr>
<td>Automated Drafting System</td>
<td>System used for processing remittances to Fannie Mae.</td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Balloon Mortgage Loan</td>
<td>Mortgage Loan with periodic installments of principal and interest that do not fully amortize the Mortgage Loan, with the balance of the Mortgage Loan due in a lump sum on a specified date, usually the Maturity Date.</td>
</tr>
<tr>
<td>Bankruptcy Event</td>
<td>When a Person:</td>
</tr>
<tr>
<td></td>
<td>• becomes subject to bankruptcy, insolvency or similar federal or state proceedings;</td>
</tr>
<tr>
<td></td>
<td>• acknowledges in writing (other than the Borrower to the Lender for a Mortgage Loan workout) that it is unable to pay its debts generally as they mature;</td>
</tr>
<tr>
<td></td>
<td>• makes a general assignment for the benefit of creditors; or</td>
</tr>
<tr>
<td></td>
<td>• repudiates its obligations or is being supervised by a receiver, liquidator, or other similar officer.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Bifurcated Mortgage Loan</td>
<td>Single Senior Mortgage Loan that is evidenced by 2 Notes with the same payment and collateral priority.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>Bifurcated Mortgage Loans</td>
</tr>
<tr>
<td>Bond Advance</td>
<td>For a Credit Enhancement Mortgage Loan, see Part XIV of the DUS Guide.</td>
</tr>
<tr>
<td>Bond Trustee</td>
<td>Trustee for a Credit Enhancement Instrument.</td>
</tr>
<tr>
<td>Bonds</td>
<td>Tax-exempt or taxable multifamily revenue bonds, or other tax-exempt or taxable bonds, issued to finance 1 or more Credit Enhancement Mortgage Loan Properties.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>Bond</td>
</tr>
<tr>
<td>Book-Entry Date</td>
<td>Calendar date a Security is delivered by Fannie Mae via the Federal Reserve book-entry system to the applicable Investor’s designated book-entry account at a depository institution.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>Book-Entry Delivery Date, Settlement Date</td>
</tr>
<tr>
<td>Borrower</td>
<td>Person who is the obligor under the Note.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>Borrowers, Borrower's</td>
</tr>
<tr>
<td>Borrower Commitment</td>
<td>Lender’s written commitment with the Borrower to originate a Mortgage Loan, and any separate written or oral rate lock agreements between the Lender and the Borrower to rate lock the Mortgage Loan.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Breakage Fee</td>
<td>Fee owed to Fannie Mae if you fail to Deliver an MBS at the Settlement Date.</td>
</tr>
<tr>
<td>Bulk Delivery</td>
<td>Structured Transaction that:</td>
</tr>
<tr>
<td></td>
<td>• is governed by a Bulk Delivery Agreement; and</td>
</tr>
<tr>
<td></td>
<td>• includes the ability to</td>
</tr>
<tr>
<td></td>
<td>- add Mortgage Loans in the future, or</td>
</tr>
<tr>
<td></td>
<td>- substitute a new Property for an existing Property as collateral.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Bulk Deliveries</td>
</tr>
<tr>
<td>Business Day</td>
<td>Any day other than a</td>
</tr>
<tr>
<td></td>
<td>• Saturday,</td>
</tr>
<tr>
<td></td>
<td>• Sunday,</td>
</tr>
<tr>
<td></td>
<td>• day on which Fannie Mae is closed,</td>
</tr>
<tr>
<td></td>
<td>• day on which the Federal Reserve Bank of New York is closed, or</td>
</tr>
<tr>
<td></td>
<td>• for any MBS and any required withdrawal for remittance thereunder, a day on which the Federal Reserve Bank is closed in the district where any funds are held for the MBS.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Business Days</td>
</tr>
<tr>
<td>Business Environmental Risk</td>
<td>Risk of material environmental or environmentally-driven impact on the business or property associated with a Property or the past, current or planned use of a Property, including all “non-scope considerations” under current ASTM E 1527, asbestos or asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, health and safety, indoor air quality, biological agents, mold, etc.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Business Environmental Risks</td>
</tr>
</tbody>
</table>

C
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Strike Rate</td>
<td>Maximum specified Index interest rate that will trigger a payment obligation by the Interest Rate Cap provider.</td>
</tr>
<tr>
<td>Capital Markets Early Funding Desk</td>
<td>Team that can be contacted for ASAP funding at (866) 944-3863 or <a href="mailto:early_funding@fanniemae.com">early_funding@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Capital Markets Trade Confirmations</td>
<td>Team that can be contacted for pre-settlement MBS issuance confirmations at <a href="mailto:pool_info@fanniemae.com">pool_info@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Captive Insurer</td>
<td>Insurance company wholly owned and controlled by its insureds, whose primary purpose is to insure the risks of its owners, and its insureds benefit from the captive insurer’s underwriting profits.</td>
</tr>
<tr>
<td>Cash Mortgage Loan</td>
<td>Mortgage Loan purchased by Fannie Mae in exchange for cash.</td>
</tr>
<tr>
<td>Cash Remittance System</td>
<td>Multifamily web application allowing a Lender to enter the amounts to be drafted from its bank accounts via ACH for monthly remittances due to Fannie Mae, or any such successor system.</td>
</tr>
<tr>
<td>Catastrophic Event</td>
<td>Natural or man-made hazard resulting in an event of substantial extent causing significant physical damage or destruction, loss of life, or drastic change to the natural environment such as earthquake, flood, terrorist attack and windstorm.</td>
</tr>
</tbody>
</table>

**Synonyms**
- Cash Mortgage Loans
- Catastrophic Events
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choice Refinance Loan</td>
<td>Mortgage Loan refinancing a Portfolio Mortgage Loan using the streamlined underwriting requirement per Part III, Chapter 18: Choice Refinance Loans.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Choice Refinance Loans</td>
</tr>
<tr>
<td>Clearing Account</td>
<td>Lender account at an Eligible Depository used either for • receiving funds for various loans and for the benefit of multiple investors, and from which segregated funds are transferred to specific Custodial Accounts held solely for the benefit of Fannie Mae, or • disbursing funds after transfer from a Fannie Mae Custodial Account.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Clearing Accounts</td>
</tr>
<tr>
<td>Co-Tenant Borrower</td>
<td>Borrower consisting of tenants-in-common that own the Property in equal or unequal shares.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Co-Tenant Borrowers</td>
</tr>
<tr>
<td>Collateral</td>
<td>Property, Personal Property, or other property securing a Mortgage Loan.</td>
</tr>
<tr>
<td>Collateral Agreement</td>
<td>Agreement under which collateral (other than the Property) may be pledged, transferred, or otherwise provided to secure the Borrower's obligations under a Mortgage Loan.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Collateral Agreements</td>
</tr>
<tr>
<td>Collateral Agreement Custodial Accounts</td>
<td>Custodial account established by the Servicer for depositing funds received from the Borrower for Collateral Agreements.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Commitment</td>
<td>Contractual agreement between Fannie Mae and the Lender where Fannie Mae agrees to buy a Mortgage Loan from the Lender at a future date in exchange for an MBS, or at a specific price for a Cash Mortgage Loan, and the Lender agrees to Deliver that Mortgage Loan to Fannie Mae.</td>
</tr>
<tr>
<td>Commitment Amount</td>
<td>Anticipated Mortgage Loan amount per the Commitment.</td>
</tr>
<tr>
<td>Commitment Date</td>
<td>Date a Commitment is confirmed by Fannie Mae as described in Part IV A, Chapter 3: Committing.</td>
</tr>
<tr>
<td>Commitment Expiration Date</td>
<td>Date when a Commitment expires.</td>
</tr>
<tr>
<td>Completion/Repair Agreement</td>
<td>Document evidencing the Borrower’s agreement to undertake Completion/Repairs and other identified capital improvements, the terms for funding the repairs, maintenance, or capital items, and the disbursement of funds from the Completion/Repair Escrow (e.g., Form 4505, or the applicable parts of the Multifamily Loan Agreement (Form 6001 series), including the Required Repair Schedule to the Multifamily Loan Agreement).</td>
</tr>
<tr>
<td>Completion/Repair Escrow</td>
<td>Custodial Account established by the Lender and initially funded by an escrow deposit from the Borrower on the Mortgage Loan Origination Date to complete Completion/Repairs or other capital improvements at the Property.</td>
</tr>
</tbody>
</table>
Completion/Repairs

Immediate Repairs identified by the Property Condition Assessment and required by the Lender to be included in the Completion/Repair Agreement (or a Certificate of Borrower, if applicable).

**Synonyms**

- Completion/Repair

Compliance Monitor

For Bond Credit Enhancements, see Part XIV of the DUS Guide.

Continuing Care Retirement Community

Seniors Housing Property that provides a continuum of care on a single campus, including any combination of Independent Living, Assisted Living, Alzheimer's/Dementia Care, or Skilled Nursing units.

**Synonyms**

- CCRC
- CCRCs

Control

Possessing, directly or indirectly, the power to direct or cause the management and operations of an entity (e.g., through the ownership of voting securities or other ownership interests, or by contract).

**Synonyms**

- Controlling
- Controlled
- Controls

Controlling Interest

For any entity, ownership or control of 50% or more of the ownership interests in the entity or the power or right to control or modify, directly or indirectly, the management and operations of the entity.
<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperative Gross Sellout Value</td>
<td>Value based upon the sum of the gross sales prices of all units (subject to discounts on rent restricted units) plus the aggregate UPB of all existing Mortgage Loans (prior to any proposed refinancing) secured by a Lien on the Cooperative Property.</td>
</tr>
<tr>
<td>Cooperative Maintenance Fee</td>
<td>Periodic fee assessed each shareholder or owner of a Cooperative Organization to fund costs and expenses associated with ongoing operations of the Cooperative Property.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Cooperative Maintenance Fees</td>
</tr>
<tr>
<td>Cooperative Maintenance Fee Accounts Receivable</td>
<td>Cooperative Maintenance Fees due the Cooperative Organization that are more than 30 days past due.</td>
</tr>
<tr>
<td>Cooperative Market Rental Basis</td>
<td>Financial analysis or valuation of a Cooperative Property conducted as if it were operated as a conventional multifamily property subject to applicable rental restrictions.</td>
</tr>
<tr>
<td>Cooperative Operating Reserve</td>
<td>Liquid funds, including loan proceeds, controlled by the Cooperative Organization to cover operating and capital expenses, and comprised of unrestricted cash, less the sum of accounts payable.</td>
</tr>
<tr>
<td>Cooperative Organization</td>
<td>Corporation or legal entity where each shareholder or equity owner is granted the right to occupy a unit in a multifamily residential property under a proprietary lease or occupancy agreement.</td>
</tr>
</tbody>
</table>
Cooperative Property

Multifamily residential property owned by a Cooperative Organization.

**Synonyms**
- Coop
- Cooperative

Cooperative Property Sponsor

Person who invested in, converted, or is converting a residential rental apartment building to a Cooperative Property and continues to own unsold shares in the Cooperative Organization.

Course of Action

For Non-Performing Mortgage Loans, loss mitigation activities per Part V, Chapter 7: Non-Performing Mortgage Loans.

**Synonyms**
- Courses of Action

Credit Enhancement Fee

Fee due to Fannie Mae for a Credit Enhancement Instrument.

Credit Enhancement Instrument

Agreement between Fannie Mae and a Bond Trustee where Fannie Mae provides credit enhancement of a Credit Enhancement Mortgage Loan, Bonds issued to finance a Credit Enhancement Mortgage Loan, or an Interest Rate Hedge Agreement; and if applicable, a Bond liquidity facility.

**Synonyms**
- Credit Enhancement Instruments

Credit Enhancement Mortgage Loan

Mortgage Loan underwritten and serviced by the Lender and financed by the issuance of Bonds where Fannie Mae is providing a Credit Enhancement Instrument.

**Synonyms**
- Credit Enhancement Mortgage Loans
Credit Facility

Structured Transaction that
• is governed by a Master Credit Facility Agreement, and
• includes cross-collateralized and cross-defaulted Mortgage Loans and Properties.

Synonyms
• Credit Facilities

CUSIP

Committee on Uniform Securities Identification Procedures 9-digit security identification number required for the book-entry system and assigned by Fannie Mae to identify the MBS Pool.

Custodial Account

Accounts established by the Servicer for depositing P&I payments, T&I funds, Collateral Agreement deposits, and other similar funds.

Synonyms
• Custodial Accounts

D

Date of Default

Date of the initial Payment Default or Performance Default, per Part V, Chapter 7: Non-Performing Mortgage Loans, Section 703: Mortgage Loan Defaults.

Deal ID

For a Structured Transaction, the number assigned by MSFMS.

Debt Service Coverage Ratio

On an annual basis or any specified period, the ratio of Net Cash Flow to the total of: principal, interest, and required Mezzanine Financing or Hard Preferred Equity payments.

Synonyms
• DSCR
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Synonyms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decontrol Event</td>
<td>For Properties located in New York City, an event that causes a property or unit to be removed from rent control but subject to rent-stabilization pursuant to New York City rent stabilization laws.</td>
<td></td>
</tr>
<tr>
<td>Dedicated Student Housing Property</td>
<td>Multifamily rental Property in which 80% or more of the units are leased to undergraduate or graduate students.</td>
<td>• Dedicated Student Housing</td>
</tr>
<tr>
<td>Defeasance</td>
<td>Transaction where a Property is released from the lien of the Security Instrument and the Lender receives a valid and perfected lien and security interest in substitute collateral acceptable to Fannie Mae and the cash flows thereunder.</td>
<td></td>
</tr>
<tr>
<td>Delegated Transaction Form</td>
<td>Multifamily Asset Management Delegated Transaction Form (Form 4636 series) used to determine whether certain asset management requests from a Borrower are delegated to the Servicer.</td>
<td>• Delegated Transaction Forms</td>
</tr>
<tr>
<td>Delinquency Advance</td>
<td>For Primary Risk Mortgage Loans and Secondary Risk Mortgage Loans, an amount advanced by a primary servicer in respect of regularly scheduled monthly interest or principal due on 1 or more Mortgage Loans, to the extent required under its Lender Contract. For Secondary Risk Mortgage Loans only, in addition to the above, any amount advanced by a primary servicer in respect of all accrued but unpaid interest and principal due on 1 or more Mortgage Loans at the applicable Maturity Date of each relevant Mortgage Loan.</td>
<td>• Delinquency Advances</td>
</tr>
</tbody>
</table>
Delivered Mortgage Loan Amount

UPB of a Mortgage Loan when it is purchased by Fannie Mae.

Delivery

Meeting all of the data delivery requirements in Part IV A, Chapter 4: Delivery Procedures – Data, and submitting an acceptable Mortgage Loan Delivery Package per Part IV A, Chapter 5: Delivery Procedures – Documents. A Mortgage Loan is “Delivered,” when all documents, data, and information are correct, accurate, and able to be certified by Fannie Mae, with all required documents properly completed, executed, and recorded (if applicable), and any deficiencies are resolved to Fannie Mae’s satisfaction.

Synonyms
• Deliver
• Delivered
• Deliveries

Delivery Deadline

Per Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General for the Delivery of a Mortgage Loan for purchase.

Delivery Tolerance

Per Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General for the Delivery of a Mortgage Loan for purchase.

Disclosure Documents

Documents for an Investor for a particular Securitized Mortgage Loan, which may include the MBS Trust Agreement, Prospectus, and any related documents.

Document Delivery Facility

Team responsible for taking custody of and certifying Mortgage Loans that can be contacted at multifamcert_team@fanniemae.com or (800) 940-4646.

Synonyms
• DDF
• Multifamily Certification and Custody
DocWay  Business-to-business electronic documentation delivery application, or any successor system.

Drafting Account  Custodial Account established by the Lender for the benefit of Fannie Mae and for which Fannie Mae has authority to transfer funds.

**Synonyms**  
- Drafting Accounts

Dual Commitment Option  For ERL Mortgage Loans and Streamlined Rate Lock Mortgage Loans that are subject to trades with the Multifamily Trading Desk, the ability of the Lender to increase the Rate Lock Amount of the Mortgage Loan per Part IV B, Chapter 1: Early Rate Lock.

DUS  Delegated Underwriting and Servicing

DUS Disclose  Multifamily system providing disclosure to Investors on a multifamily Security, or any successor systems.

DUS Gateway  Multifamily pre-acquisition system including deal registration, Pre-Review and/or waiver tracking, decision records, or any successor systems.

DUS Lender  Lender approved to Deliver loans under the Delegated Underwriting and Servicing program.

**Synonyms**  
- DL

DUS Lender Affiliate Mezzanine  Mezzanine Financing provided by an approved mezzanine lending affiliate of a DUS Lender.

**Synonyms**  
- DLA Mezzanine Financing
DUS Plus  Mezzanine Financing option provided by the Fannie Mae-designated mezzanine Lender.

Early Rate Lock  Rate Lock on a Mortgage Loan that is obtained earlier in the underwriting process than is available for a non-ERL Mortgage Loan as further described in Part IV B, Chapter 1: Early Rate Lock.

Synonyms
• ERL

Effective Gross Income  On an annual basis or any specified period, the total of Net Rental Income plus other income per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and the applicable products and features in Part III.

Synonyms
• EGI

Efficiency Measures  Energy- and water-efficiency measures that the Borrower agrees to implement, and which project a reduction in the Property’s annual energy or water consumption.

Synonyms
• Efficiency Measure
Eligible Depository

Any Federal Reserve Bank, Federal Home Loan Bank, or other depository institution that:
1. has its accounts insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or such other governmental insurer or guarantor as may be acceptable to Fannie Mae;
2. is rated as “well capitalized” by its applicable federal or state regulator or, if not rated by a federal or state regulator, satisfies the capital requirements that would apply for categorization as “well capitalized” under federal or state regulations; and either
3. for any depository institution with assets of $20 billion or more, has a financial rating that meets or exceeds only 1 of the following criteria if the institution is rated only by S&P or only by Moody’s, provided that if the institution is rated by both S&P and Moody’s, it must satisfy both subsections (a) and (b) below:
   a. a short-term issuer rating by S&P of “A-2” and a long-term issuer rating of “BBB” by S&P;
   b. a short-term bank deposit rating by Moody’s of “P-3” and a long-term bank deposit rating of “Baa2” by Moody’s; or
   c. satisfies any other standard determined by Fannie Mae, provided that such other standard is comparable to the rating requirements set forth above; or
4. for any depository institution with assets of less than $20 billion, has a financial rating that meets or exceeds at least 1 of the following criteria:
   a. a short-term issuer rating by S&P of “A-2” and a long-term issuer rating of “BBB” by S&P;
   b. a short-term bank deposit rating by Moody’s of “P-3” and a long-term bank deposit rating of “Baa2” by Moody’s;
   c. a financial rating of 175 by IDC Financial Publishing, Inc., or its successor;
   d. a financial rating of C+ by Kroll Bond Rating Agency, Inc., or its successor; or
   e. satisfaction of any other standard determined by Fannie Mae, provided that such other standard is comparable to the rating requirements set forth above.

If a depository institution satisfies the standards in clauses 1 and 2 and has a rating that meets or exceeds at least 1 of the ratings specified in clause 3 or 4, as applicable, that depository institution will be considered an “Eligible Depository” even if another organization rates such depository institution below the minimum level specified in such clause.
Environmental Activity and Use Limitations: Legal or physical restrictions or limitations on the use of, or access to, all or any portion of a site, facility, groundwater, soils, or other media at, on, about or under a site or facility to reduce or eliminate potential exposure to Hazardous Materials or to prevent activities that could interfere with the effectiveness of a Hazardous Materials removal, response or remediation.

Environmental Laws: All current federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, wetlands, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, and voluntary cleanup programs and/or brownfields programs.

Environmental Site Assessment: Report (either a Phase I ESA or a Phase II ESA) identifying whether a Property is subject to Recognized Environmental Conditions or Business Environmental Risks.

Synonyms:
• ESA

EPA: U.S. Environmental Protection Agency

ERL Agreement: Agreement between the Borrower and Lender for the Rate Lock of an ERL Mortgage Loan.

ERS: Enhanced Resident Services

F: For Bond Credit Enhancements, per Part XIV of the DUS Guide.
<table>
<thead>
<tr>
<th><strong>Fannie Mae Deal Team</strong></th>
<th>Team responsible for reviewing Pre-Review Mortgage Loans, waivers, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Deal Team</td>
</tr>
<tr>
<td><strong>Fannie Mae Ethics</strong></td>
<td>Team that can be contacted at (888) 363-8442 or <a href="mailto:fm_ethics@fanniemae.com">fm_ethics@fanniemae.com</a>.</td>
</tr>
<tr>
<td><strong>Fannie Mae Mezz</strong></td>
<td>Team that can be contacted at <a href="mailto:mezz_team@fanniemae.com">mezz_team@fanniemae.com</a>.</td>
</tr>
<tr>
<td><strong>Fannie Mae Mortgage Fraud Division</strong></td>
<td>Team which can be contacted at (800) 2FANNIE (232-6643) or <a href="http://www.fims.secure.force.com/mortgagefraudreport">www.fims.secure.force.com/mortgagefraudreport</a>.</td>
</tr>
<tr>
<td><strong>Fannie Mae Pool Number</strong></td>
<td>Number assigned by Fannie Mae identifying an MBS Pool.</td>
</tr>
<tr>
<td><strong>Fannie Mae Privacy Office</strong></td>
<td>Team that can be contacted at <a href="mailto:privacy_workinggroup@fanniemae.com">privacy_workinggroup@fanniemae.com</a>.</td>
</tr>
<tr>
<td><strong>Fannie Mae Representative</strong></td>
<td>Fannie Mae personnel who assist you with various business matters (e.g., Fannie Mae Deal Team, pricing, delivery, servicing, asset management, etc.).</td>
</tr>
<tr>
<td><strong>Fannie Mae Structured Transactions Additional Disclosure</strong></td>
<td>Team that can be contacted at <a href="mailto:mf_special_disclosures@fanniemae.com">mf_special_disclosures@fanniemae.com</a>.</td>
</tr>
</tbody>
</table>

**FDIC** Federal Deposit Insurance Corporation

**FEMA** Federal Emergency Management Agency

**FHA** Federal Housing Administration
FHA Risk Sharing  MAH Mortgage Loan with mortgage insurance from FHA.

FinCen  U.S. Treasury Department, Financial Crimes Enforcement Network

Foreclosure Event  Any of the following:
• Foreclosure under the Security Instrument;
• any other exercise by the Lender of rights and remedies (whether under the Security Instrument or under applicable law, including Insolvency Laws) as holder of the Mortgage Loan and/or the Security Instrument, as a result of which the Lender (or its designee or nominee) or a third-party purchaser becomes owner of the Property;
• delivery by the Borrower to the Lender (or its designee or nominee) of a deed or other conveyance of the Borrower’s interest in the Property in lieu of any of the foregoing; or
• in Louisiana, any dation en paiement.

Foreign Person  Person who is neither a United States citizen, nor an entity organized and existing under the laws of the United States of America, or any state or territory of the United States.

Form 4660  Multifamily Underwriting Standards identifying Pre-Review Mortgage Loans and containing the minimum underwriting requirements (e.g., debt service coverage ratio, loan to value ratio, interest only, underwriting floors, etc.) for all Mortgage Loans.

Synonyms
• Multifamily Underwriting Standards
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forward Commitment</td>
<td>Commitment to purchase a permanent Mortgage Loan for a to-be constructed or rehabilitated Property per Part XV of the DUS Guide, subject to certain conditions.</td>
</tr>
<tr>
<td>Fractured Condominium</td>
<td>Property with a condominium regime where the Borrower owns nearly all of the residential units and controls the voting interests in the association.</td>
</tr>
<tr>
<td>Good Faith Deposit</td>
<td>As defined in Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits.</td>
</tr>
<tr>
<td>Green Building Certification</td>
<td>Designation awarded by a third-party organization to multifamily properties constructed or maintained to meet specified energy and water efficiency standards or other sustainability criteria.</td>
</tr>
<tr>
<td>Green Mortgage Loan</td>
<td>Mortgage Loan secured by a Property that incorporates features expected to have a positive environmental outcome including, but not limited to, reducing energy and water consumption at a Property, generating energy, or meeting criteria set by a third-party green building certification organization.</td>
</tr>
</tbody>
</table>
Green Rewards Mortgage Loan

Mortgage Loan secured by a Property on which the Borrower agrees to undertake 1 or more Energy- and Water-Efficiency Measures (Efficiency Measures or EWEM) that comply with Part III, Chapter 4: Green Mortgage Loans, Section 403: Green Rewards Mortgage Loans.

**Synonyms**
- Green Rewards Mortgage Loans
- Green Rewards

Gross Note Rate

Interest rate stated in the Loan Documents.

Gross Potential Rent

On an annual basis or any specified period, the total actual and potential rent for a Property (per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and the applicable products and features in Part III).

**Synonyms**
- GPR

Ground Lease

Contract for the rental of land, usually on a long term basis.

Guarantor

Key Principal or other Person who executes a Payment Guaranty, a Non-Recourse Guaranty, or any other guaranty in connection with the Mortgage Loan.

**Synonyms**
- Guarantors

Guaranty

Payment Guaranty, Non-Recourse Guaranty, or other guaranty by a Guarantor for the Mortgage Loan.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guaranty Fee</td>
<td>Fee retained by Fannie Mae for credit enhancing a Mortgage Loan or assuming credit risk on a Mortgage Loan.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Guaranty Fees</td>
</tr>
<tr>
<td>Guaranty Fee Rate</td>
<td>Rate of the Mortgage Loan Guaranty Fee expressed as an annualized percentage.</td>
</tr>
<tr>
<td>Guide</td>
<td>Multifamily Selling and Servicing Guide and Delegated Underwriting and Servicing Guide, including any exhibits, appendices, or other referenced forms, as updated, amended, restated, modified, or supplemented by any lender memo; provided, however, if a topic is covered in the Multifamily Selling and Servicing Guide, that Guide shall control unless a Lender Contract specifically requires use of another Guide.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• DUS Guide</td>
</tr>
<tr>
<td>High Performance Building Module</td>
<td>PCA High Performance Building Module assessing cost effective opportunities to increase a Property’s energy and water efficiency and reduce costs.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• HPB Module</td>
</tr>
<tr>
<td>High Seismic Risk</td>
<td>Area or a specific site identified by the most recent USGS data (see United States Geological Survey (USGS) Peak Ground Acceleration (PGA) Calculator Tutorial) as having a PGA equal to or greater than 0.15g (i.e., 15% of the acceleration of gravity (g) using a 10% probability of exceedance in a 50 year period).</td>
</tr>
<tr>
<td>Term</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Homeowner</strong></td>
<td>For an MH Community, a tenant of the Borrower who pays ground rent to the owner for use and occupancy of the MH Site and for use of the MH Community’s utilities and amenities.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Homeowners</td>
</tr>
<tr>
<td><strong>Housing Assistance Payment</strong></td>
<td>Housing assistance payment provided to a Borrower by HUD in connection with a HUD Section 8 Property.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• HAP</td>
</tr>
<tr>
<td><strong>HPB</strong></td>
<td>High Performance Building</td>
</tr>
<tr>
<td><strong>HUD</strong></td>
<td>U.S. Department of Housing and Urban Development</td>
</tr>
<tr>
<td><strong>Hybrid ARM Loan</strong></td>
<td>Mortgage Loan with a total term of 30 years, comprised of an initial term when interest accrues at a fixed rate, and which automatically converts to a term where interest accrues at an adjustable rate.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Hybrid ARM Loans</td>
</tr>
<tr>
<td><strong>Hybrid ARM Loan Conversion Date</strong></td>
<td>Date when the UPB of a Hybrid ARM Loan automatically converts from accruing at a fixed interest rate to accruing at an adjustable interest rate.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Hybrid ARM Conversion Date</td>
</tr>
<tr>
<td><strong>Improvements</strong></td>
<td>Buildings, structures, improvements, and alterations, including the multifamily housing dwellings, now constructed or hereafter constructed or placed on the land upon which the Property is located, together with all fixtures (as defined in the Uniform Commercial Code).</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>In Place Loan</strong></td>
<td>Mortgage Loan refinancing a Portfolio Mortgage Loan that does not meet Tier 2 underwriting requirements.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• In Place Loans</td>
</tr>
<tr>
<td><strong>Independent Living</strong></td>
<td>Seniors Housing providing limited programs of assistance for domestic activities (e.g. meals, housekeeping, activities, transportation, etc.), and typically resembles market rate units.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• IL</td>
</tr>
<tr>
<td><strong>Index</strong></td>
<td>Basis for determining the Gross Note Rate of an ARM Loan.</td>
</tr>
<tr>
<td><strong>Interest Rate Cap</strong></td>
<td>Interest rate agreement between the Borrower and a hedge provider for which the Borrower receives payments at the end of each period when the interest rate exceeds the Cap Strike Rate. The Interest Rate Cap provides a ceiling (or cap) on the Borrower's interest payments on the Mortgage Loan.</td>
</tr>
</tbody>
</table>
| **Synonyms**     | • Interest Rate Hedge  
• Interest Rate Hedges  
• Interest Rate Swap |
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Rate Cap Agreement</td>
<td>Contract setting forth the terms and conditions of an Interest Rate Cap, Hedge, or Swap.</td>
</tr>
</tbody>
</table>
| Synonyms                                  | • Interest Rate Hedge Agreement  
• Interest Rate Swap Agreement                                   |
| Interest Reserve Requirement             | For Bond Credit Enhancements, see Part XIV of the DUS Guide.                                                                          |
| Investor                                  | MBS Investor for an MBS Mortgage Loan, or Fannie Mae for a Cash Mortgage Loan.                                                           |
| Synonyms                                  | • Investors                                                                   |
| IRP                                       | Interest Reduction Payment                                                                                                              |
| Synonyms                                  | • Interest Reduction Payment                                                   |
| Issue Date                                | First day of the month of issuance of a Security.                                                                                       |
| Issue Date Principal Balance             | For any Securitized Mortgage Loan, the UPB of the Note after crediting:  
• the principal portion of any scheduled monthly installment due on or before the Security Issue Date, whether or not collected; and  
• any unscheduled principal payment received on or before the Security Issue Date. |
<table>
<thead>
<tr>
<th><strong>Issuer</strong></th>
<th>Entity that:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• issues Bonds for a Credit Enhancement Mortgage Loan;</td>
<td></td>
</tr>
<tr>
<td>• packages mortgages for sale as a Security for an MBS;</td>
<td></td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>• issues a Letter of Credit.</td>
<td></td>
</tr>
</tbody>
</table>

**Synonyms**

• Issuers

<table>
<thead>
<tr>
<th><strong>K</strong></th>
</tr>
</thead>
</table>

**Key Principal**

Person(s) who control and/or manage the Borrower or the Property, are critical to the successful operation and management of the Borrower and the Property, and who may be required to provide a Guaranty.

**Synonyms**

• Key Principals

<table>
<thead>
<tr>
<th><strong>L</strong></th>
</tr>
</thead>
</table>

**Last Paid Installment**

Due date of the last payment received.

**Synonyms**

• LPI

**Lease**

Written agreement between an owner and the tenant of a Property stipulating the conditions for possession and use of real estate for a specified period of time and rent.

**Synonyms**

• Leases

**Leasehold**

Property held under a long-term lease or Ground Lease.
Lender: Person approved by Fannie Mae to sell or service Mortgage Loans.

**Synonyms**
- Lenders
- Lender's

Lender Affiliate: Other Person or entity that Controls, is Controlled by, or is under common Control with, the Lender.

Lender Contract: Program Documents per the Mortgage Selling and Servicing Agreement.

**Synonyms**
- Lender’s Contract
- Lender Contracts
- Contract
- MSSA

Lender Senior Executive: For any Lender any:
- senior executive officer serving as its president, chief executive officer, chief financial officer, chief operating officer, chief production officer, chief underwriter, chief asset manager, chief legal officer, or substantially equivalent position;
- individual with voting or approval rights over whether the Lender commits to make a Mortgage Loan; or
- family member of, or individual having a close relationship with, any individual identified in (a) or (b).

**Synonyms**
- Lender Senior Executives

Lender-Arranged Sale: MBS sold to the Lender and held on its balance sheet or delivered to a Third Party MBS Investor.

**Synonyms**
- Lender-Arranged Sales
Lender's Loan Committee

Person, committee, or other approving body authorized by the Lender to review and approve real estate financing transactions.

Letter of Credit

Letter of Credit approved by Fannie Mae per Part I, Chapter 2: Mortgage Loan, Section 204: Letters of Credit.

Synonyms
• Letters of Credit
• LOC
• LOCs

Level 2 In Place Loans

Generally, Portfolio Mortgage Loans with an Underwritten DSCR not less than 5 basis points below Tier 2 standards and an LTV not greater than 5% above Tier 2 standards per Part V, Chapter 8: In Place Loans, Section 802: In Place Loan Categories.

Synonyms
• Level 2 In Place Loan

Level 3 In Place Loans

Generally, Portfolio Mortgage Loans with an Underwritten DSCR greater than 5 basis points below Tier 2 standards or an LTV greater than 5% above Tier 2 standards per Part V, Chapter 8: In Place Loans, Section 802: In Place Loan Categories.

Synonyms
• Level 3 In Place Loan

LIBOR

London Interbank Offered Rate is the benchmark interest rate banks quote to lend funds to one another in the international interbank market for short-term loans, or as replaced by an alternative Index determined by Fannie Mae.
<table>
<thead>
<tr>
<th><strong>Lien</strong></th>
<th>Lien, mortgage, bond interest, pledge, security interest, charge, or encumbrance of any kind.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Liens</td>
</tr>
<tr>
<td><strong>Limited Equity Cooperative Property</strong></td>
<td>Cooperative Organization that has income, rent, or equity build-up restriction (not including any transfer taxes), which may be dictated by a governmental entity, a third-party capital provider, or its own organizational documents.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Limited Equity Cooperative Properties</td>
</tr>
<tr>
<td><strong>Limited Power of Attorney</strong></td>
<td>Legal document authorizing a Servicer to execute certain Loan Documents related to the asset management of a Mortgage Loan as attorney-in-fact on behalf of Fannie Mae.</td>
</tr>
<tr>
<td><strong>Loan Documentation Requirements</strong></td>
<td>Loan Documents listed in Form 6000 applicable to the particular Mortgage Loan execution and/or product and features.</td>
</tr>
<tr>
<td><strong>Loan Documents</strong></td>
<td>All documents evidencing, securing, or guaranteeing the debt obligation executed for a Mortgage Loan and approved by Fannie Mae.</td>
</tr>
</tbody>
</table>
| **Synonyms** | • Loan Document  
• Mortgage Loan Document  
• Mortgage Loan Documents |
<p>| <strong>Loan Number</strong> | 10-digit number assigned by Fannie Mae to each Mortgage Loan. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Year</td>
<td>Period beginning on the date of the Note and ending on the last day of the month that is 12 full months after the date of the Note, and each successive 12-month period thereafter.</td>
</tr>
<tr>
<td>Loan-to-Value Ratio</td>
<td>Ratio of the actual aggregate UPB of the Mortgage Loan, plus any Pre-Existing Mortgage Loans, plus any Hard Preferred Equity, plus any Mezzanine Financing, to the value of the Property, expressed as a percentage.</td>
</tr>
</tbody>
</table>
| Synonyms                    | • LTV  
• LTV Ratio                                                                                                                                                                                               |
| Local Borrower              | For Small Mortgage Loans, a Borrower or at least 1 Key Principal of the Borrower that has a primary residence located within 100 miles of the Property.                                                                 |
| Low-Income Housing Tax Credit | Federal program offering tax credits to owners of eligible properties that contain low-income occupants and rent restrictions.                                                                                       |
| Synonyms                    | • Low-Income Housing Tax Credits  
• Low Income Housing Tax Credits  
• LIHTC  
• LIHTCs                                                                                                                                               |
<p>| MAMP                        | Multifamily Asset Management Portal used to submit Property inspections, operating statements, and requested modifications; asset management reports; and data corrections related to loan or property level attributes. |
| Synonyms                    | • Multifamily Asset Management Portal                                                                                                                                                                      |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufactured Home</td>
<td>Factory-built home located on an MH Site.</td>
</tr>
</tbody>
</table>

**Synonyms**
- Manufactured Homes

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufactured Housing Community</td>
<td>Residential real estate development with lots on which manufactured homes are located, together with amenities, utility services, landscaping, roads, and other infrastructure.</td>
</tr>
</tbody>
</table>

**Synonyms**
- Manufactured Housing Property
- MH Community
- MH Communities
- MHC

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufactured Housing Community Score</td>
<td>Score of 3 through 5 based on characteristics of the MH Community per Part III, Chapter 6: Manufactured Housing Communities, Section 603.02: MH Community Score.</td>
</tr>
</tbody>
</table>

**Synonyms**
- MH Community Score
- MHC Score

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufactured Housing Site</td>
<td>Developed lot within an MH Community on which a Manufactured Home can be located.</td>
</tr>
</tbody>
</table>

**Synonyms**
- MH Site
- MH Sites

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Credit Facility Agreement</td>
<td>Agreement evidencing the terms and conditions of a Credit Facility.</td>
</tr>
</tbody>
</table>
**Material Commercial Lease**

Lease, sublease, license, concession, grant, or other possessory interest for commercial purposes that comprises 5% or more of the Property’s annual EGI, or relates to:

- solar power, thermal power generation, or co-power generation, or for the installation of solar panels or any other electrical power generation equipment, and any related power purchase agreement; or
- any Property dwelling units leased to an Affiliate of the Borrower, any Key Principal, or any Principal.

**Synonyms**

- Material Commercial Leases

**MATS Addendum**

Addendum to the Mortgage Selling and Servicing Contract executed by Lender for a Structured Transaction.

**Maturity Date**

Date all amounts due and owing under the Mortgage Loan become fully due and payable per the Loan Documents.

**Synonyms**

- Maturity Dates

**Maturity Management Top Loss**

Team that can be contacted at TopLoss_SAM@fanniemae.com.

**MBA**

Mortgage Bankers Association

**MBS**

Mortgage-Backed Security

**MBS Investor**

For MBS Mortgage Loans, either a Third Party MBS Investor for Lender-Arranged Sales, or the Multifamily Trading Desk.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Synonyms</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBS Mortgage Loan</td>
<td>Mortgage Loan purchased by Fannie Mae in exchange for an issued MBS backed by the Mortgage Loan.</td>
<td>• MBS Mortgage Loans</td>
</tr>
<tr>
<td>MBS Pool</td>
<td>MBS Security backed by MBS Mortgage Loans.</td>
<td>• MBS Pools</td>
</tr>
<tr>
<td>Medicaid Funds</td>
<td>Funds paid to a provider by governmental authorities or managed care organizations, under Medicaid provider agreements.</td>
<td></td>
</tr>
<tr>
<td>Metropolitan Statistical Area</td>
<td>Geographic delineation for a metropolitan area determined by the U.S. Census Bureau.</td>
<td>• MSA</td>
</tr>
<tr>
<td>Mezzanine Financing</td>
<td>Subordinate debt financing provided to a direct or indirect owner of a Borrower that is secured by a pledge of the direct or indirect equity interest in the Borrower held by the owner, and not by a Lien on the Property.</td>
<td></td>
</tr>
<tr>
<td>Military Housing Property</td>
<td>Multifamily rental Property in which 40% or more of the units are occupied by individuals serving in, or employed by, the United States military.</td>
<td>• Military Housing</td>
</tr>
<tr>
<td>Minimum 1% Prepayment Premium</td>
<td>Minimum Prepayment Premium equal to 1% of the UPB that must be paid by the Borrower before an open period when the Mortgage Loan may be prepaid with no Prepayment Premium, as generally required by the Loan Documents.</td>
<td></td>
</tr>
</tbody>
</table>
Minimum Good Faith Deposit: Amount you are required to collect when originating a Mortgage Loan per Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits.

Minimum Origination Fee: Amount you are required to charge the Borrower for originating and underwriting a Mortgage Loan.

Minimum Required Trade Information: Mortgage Loan, Security, and Property information that must be disclosed to any potential Investor when rate locking a Mortgage Loan, using either:
- Form 4097.Fixed – Multifamily Required Trade Information for Cash or MBS, for a fixed Rate Mortgage Loan; or
- Form 4097.ARM – Multifamily Required Trade Information for Cash or MBS, for an ARM Loan, SARM Loan, or Hybrid ARM Loan.

Moderate Rehabilitation Property: Property that will undergo at least $8,000 per unit of Rehabilitation Work.

Synonyms
- Moderate Rehabilitation

Modular Housing: Property on which the Improvements consist of factory-built housing not built on a permanent chassis, such as modular, prefabricated, panelized, or sectional housing and is not considered manufactured housing.

Synonyms
- Cardinal

Mortgage Loan: Mortgage debt obligation evidenced, or when made will be evidenced, by the Loan Documents or a mortgage debt obligation with a Fannie Mae credit enhancement.

Synonyms
- Mortgage Loans
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage Loan Delivery Package</td>
<td>Loan Documents and underwriting material required in connection with the Delivery of a Mortgage Loan.</td>
</tr>
<tr>
<td>Mortgage Loan Origination Date</td>
<td>Date the Lender funds a Mortgage Loan to the Borrower.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Mortgage Loan's Origination Date</td>
</tr>
<tr>
<td></td>
<td>• Origination Date</td>
</tr>
<tr>
<td>MSFMS</td>
<td>Multifamily Structured Facilities Management System performing collateral delivery and securitization functions for Structured Transactions.</td>
</tr>
<tr>
<td>MSFMS Deal ID</td>
<td>Number assigned by MSFMS at the time a Structured Transaction is registered.</td>
</tr>
<tr>
<td>Multifamily Acquisitions</td>
<td>Team that can be contacted at <a href="mailto:mf_acquisitions@fanniemae.com">mf_acquisitions@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Affordable Housing Property</td>
<td>Property encumbered by a regulatory agreement, land use restriction agreement, extended use agreement, or similar restriction that limits rents that can be charged to tenants, or imposes income limits on tenants.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• MAH</td>
</tr>
<tr>
<td></td>
<td>• Multifamily Affordable Housing</td>
</tr>
<tr>
<td></td>
<td>• MAH Property</td>
</tr>
<tr>
<td>Multifamily Asset Management</td>
<td>Team that can be contacted at <a href="mailto:drawer_am@fanniemae.com">drawer_am@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Bond Credit Enhancement</td>
<td>Team that can be contacted at <a href="mailto:mf_bond_credit_enhancement_team@fanniemae.com">mf_bond_credit_enhancement_team@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Business Operations</td>
<td>Team that can be contacted at <a href="mailto:multifamily_bizops@fanniemae.com">multifamily_bizops@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Term</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Multifamily Committing and Delivery System</td>
<td>Electronic committing and delivery system used for issuing and confirming Commitments for acquiring Mortgage Loans, or any such successor system.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• C&amp;D</td>
</tr>
<tr>
<td>Multifamily Disclosure Operations</td>
<td>Team that can be contacted at <a href="mailto:mf_special_disclosures@fanniemae.com">mf_special_disclosures@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Inspections</td>
<td>Team that can be contacted at <a href="mailto:mf_inspections@fanniemae.com">mf_inspections@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Insurance</td>
<td>Team that can be contacted at <a href="mailto:drawer_insurance@fanniemae.com">drawer_insurance@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Loan Agreement</td>
<td>Agreement evidencing the terms of a Mortgage Loan using the Form 6001 series Loan Documents or another form approved by Fannie Mae.</td>
</tr>
<tr>
<td>Multifamily Loss Mitigation</td>
<td>Team that can be contacted at <a href="mailto:lm_watch@fanniemae.com">lm_watch@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Multifamily Watchlist</td>
</tr>
<tr>
<td>Multifamily Master Servicing</td>
<td>Team that can be contacted at <a href="mailto:multifamily_ops_servicing@fanniemae.com">multifamily_ops_servicing@fanniemae.com</a>.</td>
</tr>
<tr>
<td>Multifamily Mortgage Loan Delivery Package</td>
<td>Form 6502 or another Fannie Mae-approved Table of Contents for a Mortgage Loan Delivery Package.</td>
</tr>
<tr>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td>Multifamily Operating Statements</td>
<td>Team that can be contacted at <a href="mailto:mf_operatingstatements@fanniemae.com">mf_operatingstatements@fanniemae.com</a>.</td>
</tr>
</tbody>
</table>
Multifamily Seniors Housing Property Asset Management Team that can be contacted at seniors_am@fanniemae.com.

Multifamily Structured Acquisitions Team that can be contacted at mf_spot@fanniemae.com.

Multifamily Structured Asset Management Team that can be contacted at structured_am@fanniemae.com.

Multifamily Trading Desk Team that quotes interest rate pricing for a Mortgage Loan and can be contacted at (888) 889-1118.

Multifamily Underwriting Certificate Multifamily Underwriting Certificate (Form 6460), and/or other agreement approved by Fannie Mae that provides underwriting information for a Mortgage Loan.

National Flood Insurance Program Program of flood insurance coverage and floodplain management administered under the National Flood Insurance Act.

Synonyms

• NFIP

National Society of Professional Surveyors National Society of Professional Surveyors

Synonyms

• NSPS

NCUSIF National Credit Union Share Insurance Fund administered by the National Credit Union Administration.
Near Stabilized Property
Newly constructed or recently rehabilitated Property, with all construction or rehabilitation complete, which is expected to achieve Stabilized Residential Occupancy and the applicable required Underwritten Debt Service Coverage Ratio within 120 days after the Mortgage Loan Origination Date.

Negotiated Seller Number
Number assigned by Fannie Mae identifying the Person that currently services a Structured Transaction.

Net Cash Flow
On an annual basis or any specified period, the total Net Operating Income, minus the full amount underwritten for Replacement Reserve expense, regardless of whether deposits will be made (per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and the applicable products and features in Part III).

Synonyms
• NCF

Net Operating Income
On an annual basis or any specified period, the total Effective Gross Income minus the Property’s operating expenses.

Synonyms
• NOI

Net Rental Income
On an annual basis or any specified period, the net rental income for a Property (per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and the applicable products and features in Part III).

Synonyms
• NRI
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Contiguous Parcels</td>
<td>Multiple parcels of land securing a Mortgage Loan that do not share common boundaries or that are separated by dedicated or private streets that are major arterials.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Non-Contiguous Parcel</td>
</tr>
<tr>
<td>Non-Performing Mortgage Loan</td>
<td>Mortgage Loan that is subject to an uncured default.</td>
</tr>
</tbody>
</table>
| Synonyms                     | • Non-Performing Mortgage Loans  
• Non-Performing                                                                                                                                   |
| Non-Recourse Guaranty        | Guaranty executed by a Key Principal on Form 4501 series or Form 6015 series, or approved by Fannie Mae.                                                                 |
| Synonyms                     | • Guaranty of Non-Recourse Obligations                                                                                                     |
| Note                         | Current instrument evidencing a Mortgage Loan obligation, including Form 6010 series, any other note approved by Fannie Mae, and all applicable addenda, schedules, and exhibits. |
| Synonyms                     | • Notes                                                                                                                                     |

**OFAC**

U.S. Treasury Department, Office of Foreign Assets Control.
Operations and Maintenance Plan

Written plan, document, or agreement containing ongoing operating, maintenance, or monitoring actions for the Property or its Improvements.

**Synonyms**

- O&M
- O&M Plan
- O&M Plans

Origination Fee

Fee charged by the Lender to the Borrower for underwriting and originating the Mortgage Loan, per Part IV A, Chapter 2: Pricing, Origination Fees, and Prepayment Premium Incentives, Section 202: Required Fees and Lender Compensation.

**Synonyms**

- Origination Fees

P

P&I

Principal and interest

P&I Custodial Account

Custodial Account for principal and interest deposits.

**Synonyms**

- P&I Custodial Accounts

Participation Interest

Undivided interest in a Mortgage Loan specified in the participation certificate consisting of the specified percentage of the principal (and a like percentage of all rights and benefits of the seller of such Participation Interest in any collateral or guaranty securing the Mortgage Loan), together with a specified yield on the Participation Interest.

Partner Risk Management

Team that can be contacted at partner_risk_management@fanniemae.com.
<table>
<thead>
<tr>
<th><strong>Pass-Through Rate</strong></th>
<th>Gross Note Rate of the underlying Mortgage Loan, less the Guaranty Fee, less the Servicing Fee.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Payment Default</strong></td>
<td>Failure of a Borrower to pay when due and in full any payment required for the Mortgage Loan, including, but not limited to, principal, interest, late charges, default interest, fees, prepayment premium, escrows, or other collateral accounts for taxes, insurance premiums, and assessments, other collateral accounts, and the Replacement Reserve.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Payment Defaults</td>
</tr>
<tr>
<td><strong>Payment Guaranty</strong></td>
<td>Guaranty executed by a Key Principal on Form 4502 series or Form 6020 series, or approved by Fannie Mae.</td>
</tr>
<tr>
<td><strong>PCA Consultant</strong></td>
<td>Individual or firm conducting a PCA and preparing a PCA Report.</td>
</tr>
<tr>
<td><strong>PCA Report</strong></td>
<td>Property Condition Assessment Report documenting the findings of a PCA.</td>
</tr>
<tr>
<td><strong>Performance Default</strong></td>
<td>Failure of a Borrower to perform any promise or covenant within any applicable grace periods under the related Mortgage Loan other than a failure that constitutes a Payment Default.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Performance Defaults</td>
</tr>
</tbody>
</table>
Permitted Encumbrances

The following permitted title exceptions:

- lien of current real property taxes, water charges, sewer rents and assessments not yet due and payable;
- covenants, conditions and restrictions, rights of way, easements and other matters of public record acceptable to the Lender and specifically identified in the Title Policy;
- pre-printed exceptions (general and specific) and exclusions set forth in the Title Policy and acceptable to the Lender;
- rights of tenants (as tenants only) under leases (including subleases) pertaining to the Property;
- if the Mortgage Loan is cross-collateralized, the lien of the Mortgage for another Mortgage Loan contained in the same cross-collateralized group; and
- condominium declarations of record acceptable to the Lender and identified in the Title Policy, provided that none of items (a) through (f), individually or in the aggregate, materially interferes with the current marketability or principal use of the Property, the security intended to be provided by the Mortgage, or the current ability of the Property to generate net cash flow sufficient to service the Mortgage Loan or the Borrower’s ability to pay its obligations when they become due.

Person

Legal person, including an individual, estate, trust, corporation, partnership, limited liability company, financial institution, joint venture, association, or other organization or entity (whether governmental or private).

Synonyms

- Persons

Personal Property

Furniture, fixtures, equipment, and other tangible personal property located on or used in connection with the Property.

PFP MBS

MBS backed by a PFP Mortgage Loan.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>Synonyms</th>
</tr>
</thead>
<tbody>
<tr>
<td>PFP Mortgage Loan</td>
<td>Mortgage Loan originally purchased as a Cash Mortgage Loan or held in Fannie Mae’s portfolio, but subsequently securitized as an MBS.</td>
<td>• PFP Mortgage Loans</td>
</tr>
<tr>
<td>PGA</td>
<td>Peak Ground Acceleration as determined by the United States Geological Survey.</td>
<td></td>
</tr>
<tr>
<td>Phase I ESA</td>
<td>Environmental report and site assessment performed according to the process described in current ASTM E 1527, including any report summarizing the conclusions of the assessment.</td>
<td>• Phase I Environmental Site Assessment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Phase I ESAs</td>
</tr>
<tr>
<td>Phase II ESA</td>
<td>Investigation performed according to current ASTM E 1903, or investigation other than a Phase I ESA, that may include analyzing soil, ground water, or building materials for contaminants, including any report summarizing the conclusions of the assessment.</td>
<td>• Phase II Environmental Site Assessment</td>
</tr>
<tr>
<td>Phased Properties</td>
<td>Property that is one section of an existing or future complex and the Property is intended to be operated together with another property in the complex, and/or with shared access and amenities.</td>
<td>• Phased Property</td>
</tr>
<tr>
<td>Plan Number</td>
<td>Number identifying the applicable loan characteristics for any Mortgage Loan that accrues interest at a variable rate at any time during the loan term.</td>
<td></td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td>Synonyms</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Portfolio Mortgage Loan</td>
<td>Mortgage Loan that was purchased by Fannie Mae and is held as of a certain date regardless of whether it is a Cash Mortgage Loan or an MBS Mortgage Loan.</td>
<td>Synonyms: Portfolio Mortgage Loans</td>
</tr>
<tr>
<td>Pre-Existing Mortgage Loan</td>
<td>Multifamily residential real estate loan secured by Liens against the Property having higher priority than the Lien securing the Subordinate Loan purchased by Fannie Mae.</td>
<td>Synonyms: Pre-Existing Mortgage Loans</td>
</tr>
<tr>
<td>Pre-Review</td>
<td>Requirement that the Lender obtain Fannie Mae’s approval before Rate Lock of a Mortgage Loan.</td>
<td></td>
</tr>
<tr>
<td>Pre-Review Mortgage Loan</td>
<td>Mortgage Loan that is not delegated to the Lender and requires Fannie Mae’s approval before Rate Lock.</td>
<td></td>
</tr>
<tr>
<td>Prepayment Premium</td>
<td>When a Mortgage Loan prepayment is made, amount required to be paid by the Borrower in addition to the principal amount being prepaid and accrued interest per the related Loan Documents.</td>
<td>Synonyms: Prepayment Premiums</td>
</tr>
<tr>
<td>Prepayment Premium Option</td>
<td>Applicable Form 6104 series schedule to the Loan Agreement.</td>
<td></td>
</tr>
<tr>
<td>Prepayment Premium Period End Date</td>
<td>Last date on which a Borrower owes a Prepayment Premium for a voluntary Mortgage Loan prepayment.</td>
<td></td>
</tr>
</tbody>
</table>
Preservation Renewal or continuation of rent, income and/or occupancy restrictions on multifamily rental housing eligible as an MAH Property, but

• is potentially at risk of being lost from the affordable housing inventory through conversion to market-rate housing, and

• is not receiving new LIHTC.

PRF Principal Reserve Fund for Bond Credit Enhancements, see Part XIV of the DUS Guide.

Synonyms
• Principal Reserve Fund

Pricing and Underwriting Tier Tier 1, Tier 2, Tier 3, or Tier 4 per the Multifamily Underwriting Standards (Form 4660).

Pricing Memo Applicable DUS Pricing Memo or non-DUS Pricing Memo communicating pricing for various products and features to Lenders.

Synonyms
• Pricing Memos

Primary Risk Mortgage Loan Mortgage Loan where Fannie Mae bears all losses or where the Lender and Fannie Mae share losses.

Synonyms
• Primary Risk Mortgage Loans
• Primary Risk

Principal Person who owns or controls specified interests in the Borrower per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 303: Key Principals, Principals, and Guarantors.

Synonyms
• Principals
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>Multifamily residential property securing the Mortgage Loan and including the land (or Leasehold interest in land), Improvements, and personal property (as defined in the Uniform Commercial Code).</td>
</tr>
</tbody>
</table>
| Synonyms                      | • Properties  
• Property's |
| Property Condition Assessment | Assessment of the current physical condition and historical operation of the Property.                                                                             |
| Synonyms                      | • PCA  
• PNA  
• Physical Needs Assessment  
• PCAs |
| Prospectus Supplement         | Part of the disclosure package published by Fannie Mae when issuing an MBS.                                                                                      |
| Synonyms                      | • Prospectus Supplement Narrative |
| Q                              |                                                                                                           |
| Qualified Occupant            | Party occupying a dwelling unit in a Property in full compliance with a lease.                                                                                     |
| Synonyms                      | • Qualified Occupants  
• Qualified Tenant  
• Qualified Tenants |
Rate Lock

Agreement between the Lender and the Investor containing the terms of the Lender-Arranged Sale or Multifamily Trading Desk trade of the Mortgage Loan and the MBS terms and conditions relating to the underlying MBS, if applicable, which may be documented via a recorded telephone conversation.

**Synonyms**

• Rate Locks

Rate Lock Period

Time from Rate Lock execution through the Settlement Date.

Real Estate Owned

A Property or interest in a Property acquired by Fannie Mae or on behalf of the MBS Trust, through a Foreclosure Event where title to a Property or interests in that Property are transferred to Fannie Mae or the MBS Trust.

**Synonyms**

• REO

Rebate Analyst

For Bond Credit Enhancements, see Part XIV of the DUS Guide.

Reduced Occupancy Affordable Rehabilitation Work

Aggregate repairs, replacements, or improvements being performed at the ROAR Property.

**Synonyms**

• ROAR Work

Refinance Interest Rate

Maximum interest rate that could be supported based on the UPB, required DSCR, and projected Net Cash Flow for the first year following the Maturity Date.

Rehabilitation Reserve Account

Custodial Account established by the Lender and funded by deposits from the Borrower per the Rehabilitation Reserve Agreement to fund the Rehabilitation Work.
Rehabilitation Reserve Agreement
Borrower’s agreement to undertake identified Rehabilitation Work, the terms for funding the Rehabilitation Work, and the disbursement of funds from the Rehabilitation Reserve Account (e.g., Form 6222.Mod, Form 6222.Sub, or Form 4523).

Rehabilitation Work
Aggregate repairs, replacements, or improvements (including all Completion/Repairs) required to be performed and completed within a specified time period after the Mortgage Loan Origination Date for a Moderate Rehabilitation Property.

Reimbursement Agreement
For Bond Credit Enhancements, see Part XIV of the DUS Guide.

Remarketing Agent
For Bond Credit Enhancements, see Part XIV of the DUS Guide.

REMIC
Real Estate Mortgage Investment Conduit

Remittance Date
Date the Servicer is required to make its Monthly Remittance to Fannie Mae for the Mortgage Loan.

Rent-Stabilized Property
Property where rent increases on more than 50% of the residential units are limited by state or local statutory controls, not by an Affordable Regulatory Agreement.

Synonyms
• Rent-Stabilized Properties

Replacement Reserve
Custodial Account established by the Lender and funded by deposits from the Borrower over the term of the Mortgage Loan to fund the replacement of capital items at the Property.

Synonyms
• Replacement Reserves
| Replacement Reserve Schedule | The Required Replacement Schedule to the Multifamily Loan Agreement (Form 6001 series) a Replacement Reserve and Security Agreement (Form 4506), or another agreement approved by Fannie Mae, that evidences:  
- the Borrower’s agreement to undertake identified replacement of capital items and required maintenance;  
- the terms for funding such replacement of capital items and maintenance; and  
- the disbursement of funds from the Replacement Reserve.  

**Synonyms**  
- Replacement Reserve Schedules  |
| Request for Approval of Multifamily Servicing Transfer | Fannie Mae Form 630 required to obtain Fannie Mae's approval of a Lender-initiated servicing transfer of a Mortgage Loan. |
| Required Practices | Required practices for committing and delivering Mortgage Loans. |
| Reset Rate | For Bond Credit Enhancements, see Part XIV of the DUS Guide. |
| Restabilized Residential Occupancy | Achievement of Underwritten NCF for 3 consecutive months after completion of the ROAR Work. |
| Restricted Liquidity Requirement | Amount to be held in the Restricted Liquidity Reserve per the Program Rules.  

**Synonyms**  
- Restricted Liquidity Requirements |
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Retention Group</td>
<td>State-chartered insurance company created by the 1986 federal Liability Risk Retention Act, insuring commercial businesses and government entities against liability risks.</td>
</tr>
<tr>
<td></td>
<td><strong>Synonyms</strong></td>
</tr>
<tr>
<td></td>
<td>• RRG</td>
</tr>
<tr>
<td>ROAR Loan</td>
<td>Reduced Occupancy Affordable Rehabilitation Loan</td>
</tr>
<tr>
<td>ROAR Stressed NCF</td>
<td>Minimum Underwritten NCF projected to occur during the ROAR Work period at a ROAR Property.</td>
</tr>
<tr>
<td>Same Month Pooling</td>
<td>Delivery option permitting Mortgage Loans to be pooled, and an MBS backed by the pool to be issued, in the same month as the Mortgage Loan Origination Date.</td>
</tr>
<tr>
<td>Schedule of Loan Information</td>
<td>Part of the disclosure package published by Fannie Mae for the issuance of an MBS.</td>
</tr>
<tr>
<td>Schedule of Pool and Loan Information</td>
<td>Part of the disclosure package published by Fannie Mae for the issuance of an MBS.</td>
</tr>
<tr>
<td>Scheduled Payments</td>
<td>Bond Credit Enhancements, see Part XIV of the DUS Guide.</td>
</tr>
<tr>
<td>SCP List</td>
<td>FHFA’s Suspended Counterparty Program list located at <a href="http://www.fhfa.gov">www.fhfa.gov</a>.</td>
</tr>
<tr>
<td>Secondary Risk Mortgage Loan</td>
<td>Mortgage Loan where the Lender bears all losses until the Lender’s recourse obligations are exhausted.</td>
</tr>
<tr>
<td></td>
<td><strong>Synonyms</strong></td>
</tr>
<tr>
<td></td>
<td>• Secondary Risk Mortgage Loans</td>
</tr>
<tr>
<td></td>
<td>• Secondary Risk</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Securitized Mortgage Loan</td>
<td>Mortgage Loan backing an MBS, PFP MBS, or REMIC.</td>
</tr>
<tr>
<td>Security</td>
<td>MBS, PFP MBS, or REMIC.</td>
</tr>
<tr>
<td>Security Balance</td>
<td>For each MBS Pool, the Issue Date Principal Balance less any MBS principal distribution amounts included in previous MBS monthly remittances.</td>
</tr>
<tr>
<td>Security Instrument</td>
<td>Instrument creating a lien or encumbrance on 1 or more Properties and securing the obligations under the Loan Documents.</td>
</tr>
<tr>
<td>Senior Mortgage Loan</td>
<td>Senior loan purchased by Fannie Mae.</td>
</tr>
<tr>
<td>Seniors Housing Major Renovation</td>
<td>Physical improvement at a Seniors Housing Property costing more than $20,000/unit, or $3 million in total project costs.</td>
</tr>
<tr>
<td><strong>Seniors Housing Minor Renovation</strong></td>
<td>Physical improvement at a Seniors Housing Property that is not a Seniors Housing Major Renovation, but which increases the number of units, or converts one type of unit (e.g., Independent Living, Assisted Living, or Alzheimer’s/Dementia Care) into another, unless expressly permitted by the Loan Documents.</td>
</tr>
<tr>
<td><strong>Seniors Housing Property</strong></td>
<td>Multifamily residential rental property with any combination of Independent Living, Assisted Living, Alzheimer’s/Dementia Care, or Skilled Nursing units.</td>
</tr>
<tr>
<td><strong>Servicer</strong></td>
<td>Primary Person responsible for servicing the Mortgage Loan (e.g., the originator, the selling Lender, or a third-party servicer).</td>
</tr>
<tr>
<td><strong>Servicing Advance</strong></td>
<td>All amounts required to be paid by the Borrower, for • all taxes and assessments against each Property, • all insurance premiums for insurance for each Property to insurance carrier(s) acceptable to Fannie Mae, in accordance with the Guide, and • any other payment, as determined by Fannie Mae, necessary to preserve and protect the Property or to exercise any legal or equitable remedies (other than foreclosure) against the Borrower or the Property (including attorney, appraisal, or other professional fees) or any other obligations relating to the Property as set forth in the Loan Documents.</td>
</tr>
</tbody>
</table>

**Synonyms**
- Seniors Housing Minor Renovations
- Seniors Housing
- Servicers
- Servicing Advances
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servicing Fee</td>
<td>Fee a Servicer receives for collecting payments, managing operational procedures, and assuming Lender's portion of credit risk for a Mortgage Loan.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Servicing Fees</td>
</tr>
<tr>
<td>Servicing Fee Rate</td>
<td>Rate of the Servicing Fee for the Mortgage Loan, expressed as an annualized percentage.</td>
</tr>
<tr>
<td>Servicing File</td>
<td>File for each Mortgage Loan serviced by the Lender.</td>
</tr>
<tr>
<td><strong>Synonyms</strong></td>
<td>• Servicing Files</td>
</tr>
<tr>
<td>Servicing Transfer Memo</td>
<td>Document containing the data and documentation needed to engage counsel and commence foreclosure proceedings (e.g., Form 4808).</td>
</tr>
<tr>
<td>Short Term Rental</td>
<td>Property permitting leases or master leases (including subleases, licenses, and other possessory interests, whether oral or written) of an individual dwelling unit where the intended occupancy of the unit is for less than 30 days, regardless of the stated lease term, such as through a peer-to-peer online marketplace or homestay network (e.g., Airbnb, VRBO®, etc.).</td>
</tr>
</tbody>
</table>
| **Synonyms**                  | • STR  
  • STRs                                                                                                                                                                                                   |
| Skilled Nursing               | Seniors Housing Property with units that are highly regulated and provide 24-hour resident supervision and registered nursing care services.                                                               |
Small Mortgage Loan  
Mortgage Loan with an original loan amount less than or equal to $6 million and underwritten per Part III, Chapter 9: Small Mortgage Loans.

**Synonyms**
- Small Mortgage Loans

SNDA  
Subordination, Non-Disturbance and Attornment Agreement

Special Asset Management  
Team that performs the work of the Special Servicer for Fannie Mae that can be contacted at sam_legal_mailbox@fanniemae.com.

**Synonyms**
- SAM
- Multifamily Special Asset Management

Special Flood Hazard Area  
Special Flood Hazard Area designated by FEMA.

**Synonyms**
- SFHA

Special Servicer  
Servicer (which may be Fannie Mae, the Servicer, or a third-party special servicer contracted by Fannie Mae) responsible for implementing the loss mitigation actions for a Non-Performing Mortgage Loan.

Sponsor  
Principal equity owner and/or the primary decision maker of the Borrower (often the Key Principal or the Person Controlling the Key Principal).

Stabilized Residential Occupancy  
Percentage of Property units physically occupied by Qualified Occupants, per Part II, Chapter 1: Attributes and Characteristics, Section 104.02: Qualified Occupants as adjusted for the applicable Part III products and features.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standby Bond Credit Enhancements</td>
<td>see Part XIV of the DUS Guide.</td>
</tr>
</tbody>
</table>
| Synonyms                 | • Standby Facilities  
• Standby Facility  
• Standby Execution                                                                                                                                 |
<p>| Structured Transaction Approval | Approval issued by Fannie Mae with respect to a Structured Transaction, as defined in Part IV B, Chapter 3: Structured Transactions, Section 301.02: Structured Transaction Approval. |
| Structured Transaction Loan Documents | Documentation executed in connection with a Structured Transaction, including a Master Credit Facility or Bulk Delivery Agreement, an Interest Rate Hedge Agreement, and all other Loan Documents required by Fannie Mae. |
| Student Housing Property | A multifamily residential rental property in which 40% or more, but less than 80%, of the units are leased to either undergraduate or graduate students.                                                      |
| Synonyms                 | • Student Housing                                                                                                                                                                                          |
| Subordinate Loan         | Multifamily residential real estate loan secured by a Lien against the Property having a lesser priority than the Lien securing another multifamily residential real estate loan on the same Property. |
| Synonyms                 | • Subordinate Loans                                                                                                                             |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplemental Mortgage Loan</td>
<td>Mortgage Loan purchased by Fannie Mae that is subordinated to, and has a Mortgage Loan Origination Date after, the Senior Mortgage Loan that is also owned by Fannie Mae.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Supplemental Mortgage Loans</td>
</tr>
<tr>
<td>Suspicious Activity Report</td>
<td>Report made by a financial institution to the Financial Crimes Enforcement Network (FinCEN), regarding suspicious or potentially suspicious activity.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• SAR</td>
</tr>
<tr>
<td>T&amp;I Custodial Account</td>
<td>Custodial Account for the deposit of T&amp;I and other impound escrow funds.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• T&amp;I Custodial Accounts</td>
</tr>
<tr>
<td>Taxes and Insurance</td>
<td>Taxes or assessments that may become a Lien on the Property and insurance premiums.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• T&amp;I</td>
</tr>
<tr>
<td></td>
<td>• Tax and Insurance</td>
</tr>
<tr>
<td>Third Party MBS Investor</td>
<td>MBS Investor for an MBS Mortgage Loan that is not the Multifamily Trading Desk.</td>
</tr>
<tr>
<td>Third Party MBS Trading Agreement</td>
<td>Arrangement between the Lender and a Third Party MBS Investor to trade MBS per Part IV A, Chapter 3: Committing, Section 302: Requirements for Rate Lock and Commitment.</td>
</tr>
</tbody>
</table>
Tier Dropping Supplemental Mortgage Loan

A Supplemental Mortgage Loan where
• the combined Underwritten DSCR of the Supplemental Mortgage Loan and all Pre-Existing Mortgage Loans is below the minimum Underwritten DSCR of the original underwriting Tier of the Senior Mortgage Loan, or
• the combined LTV of the Supplemental Mortgage Loan and all Pre-Existing Mortgage Loans is above the maximum LTV of the original underwriting Tier of the Senior Mortgage Loan.

Synonyms
• Tier Dropping Supplemental Mortgage Loans

Transfer/Assumption

Transaction resulting in a change in the ownership of the Borrower or Property.

Synonyms
• Transfers/Assumptions

U

UCC

Uniform Commercial Code

Underwriting Value

Value of the Property determined by the Lender to size the Mortgage Loan per Part II, Chapter 2: Valuation and Income, Section 201: Market and Valuation.

Underwritten Debt Service Coverage Ratio

Ratio of Underwritten Net Cash Flow to the annual debt service for a Mortgage Loan amount based on a level debt service payment with the applicable amortization, and calculated per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis, as adjusted for the applicable products and features in Part III.

Synonyms
• Underwritten DSCR
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underwritten Net Cash Flow</td>
<td>Net Cash Flow as adjusted by the Lender per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and the applicable products and features in Part III.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Underwritten NCF</td>
</tr>
<tr>
<td>Underwritten Net Operating Income</td>
<td>Net Operating Income as adjusted by the Lender per Part II, Chapter 2: Valuation and Income, Section 202: Income Analysis and the applicable products and features in Part III.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Underwritten NOI</td>
</tr>
<tr>
<td>UPB</td>
<td>Unpaid Principal Balance</td>
</tr>
<tr>
<td>USPAP</td>
<td>Uniform Standards of Professional Appraisal Practice</td>
</tr>
<tr>
<td>V</td>
<td></td>
</tr>
<tr>
<td>Variable Underwriting Rate</td>
<td>Rate for Structured ARM Mortgage Loans per Part III, Chapter 12: Structured Adjustable Rate Mortgage (SARM) Loans, Section 1202: Underwriting.</td>
</tr>
<tr>
<td>W</td>
<td></td>
</tr>
<tr>
<td>Watchlist</td>
<td>Mortgage Loan or Property exhibiting heightened credit risk as identified by the Lender or Fannie Mae. Client.</td>
</tr>
<tr>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Yield Maintenance Period End Date</td>
<td>The last day on which a Borrower owes yield maintenance for a voluntary prepayment of the Mortgage Loan.</td>
</tr>
<tr>
<td>Synonyms</td>
<td>• Yield Maintenance Period End Dates</td>
</tr>
</tbody>
</table>