Fannie Mae®

# Multifamily Selling and Servicing Guide

## Effective as of October 26, 2026

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## 308.04 Streamlined Treasury Lock Breakage

### Operating Procedures

Fannie Mae may take certain actions (as specified in the Streamlined Treasury Lock Agreement (Form 6430.STLA)) if, by the Quote Letter expiration date:

- you fail to:
  - enter into a Streamlined Rate Lock or standard Rate Lock with Fannie Mae for the Mortgage Loan; and
  - obtain a Mortgage Loan Commitment; or
- any other default by the Sponsor or any Borrower party occurs under the Streamlined Treasury Lock Agreement (Form 6430.STLA).

If you fail to enter into a Streamlined Rate Lock or standard Rate Lock for the Mortgage Loan, Fannie Mae will:

- draft, as a breakage fee paid to the Multifamily Trading Desk for the broken Streamlined Treasury Lock, an amount equal to:
  - the greater of (but not to exceed the Streamlined Treasury Lock Deposit):
    - 0.5% of the Streamlined Treasury Lock amount; or
    - all costs, expenses, and/or losses incurred by Fannie Mae in connection with entering into, maintaining, or unwinding hedge positions executed in reliance on the Streamlined Treasury Lock; plus
  - all enforcement costs incurred by Fannie Mae in connection with the Streamlined Treasury Lock; and
- retain these funds as liquidated damages in full satisfaction of your Streamlined Treasury Lock obligations.

This remedy will occur:

- after the Index Lock Expiration Date specified in the Streamlined Treasury Lock Agreement (Form 6430.STLA); but
- no sooner than the 2nd Business Day after Fannie Mae sends you a notice of default under the Streamlined Treasury Lock.

# Glossary

## B

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| Borrower | Person who is the obligor per the Note.<br><br>**Synonyms**<br>• Borrowers<br>• Borrower's |
| Breakage Fee | Aggregated costs and damages owed to the Investor if you fail to Deliver the Mortgage Loan Delivery Package per the Guide.<br><br>**Synonyms**<br>• Breakage Fees |
| Business Day | Any day other than a<br>• Saturday,<br>• Sunday,<br>• day when Fannie Mae is closed,<br>• day when the Federal Reserve Bank of New York is closed, or<br>• for any MBS and required remittance withdrawal, day when the Federal Reserve Bank is closed in the district where any of the MBS funds are held.<br><br>**Synonyms**<br>• Business Days |

## C

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| Commitment | Contractual agreement between you and Fannie Mae where Fannie Mae agrees to buy a Mortgage Loan at a future date in exchange for an MBS, or at a specific price for a Cash Mortgage Loan, and you agree to Deliver that Mortgage Loan.<br><br>**Synonyms**<br>• Committed<br>• Commitments |



## G

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| Guide | Multifamily Selling and Servicing Guide controlling all Lender and Servicer requirements unless a Lender Contract specifies otherwise.<br><br>**Synonyms**<br>• DUS Guide |

## I

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| Index | Basis for determining an ARM Loan Gross Note Rate or entering a Streamlined Treasury Lock on a fixed rate Mortgage Loan, including any required alternative index deemed necessary by Fannie Mae because the prior Index:<br>• is no longer widely accepted; or<br>• was replaced as the index for similar financial instruments. |

## M

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| Mortgage Loan | Mortgage debt obligation evidenced, or when made will be evidenced, by<br>• the Loan Documents, or<br>• a mortgage debt obligation with a Fannie Mae credit enhancement.<br><br>**Synonyms**<br>• Mortgage Loans<br>• Mortgage Loan's |
| Multifamily Trading Desk | Team that:<br>• purchases and trades Cash Mortgage Loans and MBS Mortgage Loans for Fannie Mae's own account; and<br>• can be contacted at (888) 889-1118. |

## Q

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| Quote Letter | Fannie Mae response via DUS Gateway to your request for an interest rate quote on a Mortgage Loan, specifying:<br>• the breakdown of Total Credit Fees into the applicable<br>- Guaranty Fee, and<br>- Servicing Fee; and<br>• any other required terms and conditions. |

# R

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| Rate Lock | Agreement between you 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.<br><br>**Synonyms**<br>• Rate Locks |

# S

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| Sponsor | Principal equity owner and/or primary decision maker of the Borrower (often the Key Principal or the Person Controlling the Key Principal).<br><br>**Synonyms**<br>• Sponsors<br>• Sponsor's |
| Streamlined Rate Lock | Optional process permitting a Rate Lock before completing full Mortgage Loan underwriting, per Part IV, Chapter 3: Streamlined Rate Lock.<br><br>**Synonyms**<br>• SRL |

| | |
|---|---|
| Streamlined Treasury Lock | Optional process permitting you to lock the Index and hold the Investor Spread and Total Credit Fees before entering into either a:<br>• Streamlined Rate Lock; or<br>• standard Rate Lock per Part IV, Chapter 2: Rate Lock and Committing, Section 202: Obtaining a Rate Lock. |