



Fannie Mae®

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# Multifamily Selling and Servicing Guide

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## Chapter 16 Structured Transactions

### Section 1601 Description

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#### 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 1602 Credit Facilities

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#### 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.

#### 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.

#### Requirements



Product Description	
Transaction Size	Credit Facilities must: <ul style="list-style-type: none"><li>• have at least \$100 million UPB at the initial Mortgage Loan closing; and</li><li>• not exceed any applicable Maximum Facility Limitations per the Master Credit Facility Agreement.</li></ul>
Borrowers	Must have: <ul style="list-style-type: none"><li>• common Control per the Master Credit Facility Agreement; and</li><li>• identical ownership, although ownership percentage may vary.</li></ul>
Fannie Mae Due Diligence Fee	Equals \$1,500 for each Property: <ul style="list-style-type: none"><li>• in the initial Credit Facility funding; and</li><li>• added or substituted post-closing.</li></ul>

## 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 1603

### Bulk Deliveries

#### Requirements

A Bulk Delivery is a Structured Transaction that:

- consists of multiple single-asset MBS Mortgage Loans with the same Sponsor that are 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.

Product Description	
Minimum Initial Transaction Size	<p>At least:</p> <ul style="list-style-type: none"><li>• \$100 million; or</li><li>• \$75 million combined with at least 3 Properties; or</li><li>• \$55 million combined with at least 6 Properties.</li></ul>
Loss Sharing	Must be the same for all Mortgage Loans, regardless of when they are added to the Bulk Delivery.
Loan Structure	<ul style="list-style-type: none"><li>• Each Property collateralizes 1 Mortgage Loan.</li><li>• All Mortgage Loans are uncrossed.</li></ul>
Borrowers	Must be Sponsor Affiliates per the Bulk Delivery Agreement.
Fannie Mae Due Diligence Fee	<p>\$1,500 for each Property</p> <ul style="list-style-type: none"><li>• in the initial Bulk Delivery, and</li><li>• added or substituted after the Bulk Delivery Agreement effective date.</li></ul>
Additions	Properties may be added for up to 3 years after the Bulk Delivery Agreement effective date.
Substitutions	<ul style="list-style-type: none"><li>• Each Mortgage Loan may only have 1 Property substitution.</li><li>• Properties must be:<ul style="list-style-type: none"><li>- simultaneously released and added; and</li><li>- substituted only after the first Loan Year until 1 year before the Maturity Date.</li></ul></li></ul>



Product Description	
Substitution Test	<p>A Property may be substituted if the substitute Property's:</p> <ul style="list-style-type: none"><li>• DSCR is at least the greater of the released Property's<ul style="list-style-type: none"><li>- original DSCR, or</li><li>- DSCR immediately before the release; and</li></ul></li><li>• LTV does not exceed the lesser of the released Property's<ul style="list-style-type: none"><li>- original LTV, or</li><li>- LTV immediately before the release.</li></ul></li></ul>
Substitution Fee	<p>On or before the release date, you must collect a fee</p> <ul style="list-style-type: none"><li>• that will be equally shared between you and Fannie Mae, and</li><li>• equals the greater of<ul style="list-style-type: none"><li>- 50 bps multiplied by the Mortgage Loan's current UPB, or</li><li>- \$50,000.</li></ul></li></ul>
Releases	<p>Occur when the Mortgage Loan is</p> <ul style="list-style-type: none"><li>• fully repaid, or</li><li>• assumed.</li></ul>
MBS Disclosure	All Mortgage Loans must have Additional Disclosure.
Supplemental Mortgage Loans	Mortgage Loans are eligible for Supplemental Mortgage Loans.
Assumptions	<ul style="list-style-type: none"><li>• A Bulk Delivery may be assumed in its entirety.</li><li>• Each Mortgage Loan may only be assumed after it is released from the Bulk Delivery.</li></ul>

## Operating Procedures

You must use



- the Bulk Delivery Agreement, and
- Fannie Mae's Loan Documents.

Fannie Mae may 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.



# Glossary

## A

### Additional Disclosure

Information you provide that is published as an addendum to the disclosure documents when an MBS is issued and describes special Security, Mortgage Loan, or Property characteristics or terms that differ from those described in the standard Multifamily MBS Prospectus.

#### **Synonyms**

- Additional Disclosures
- Special Disclosure

## B

### Borrower

Person who is the obligor per the Note.

#### **Synonyms**

- Borrowers
- Borrower's

### Bulk Delivery

Structured Transaction governed by a Bulk Delivery Agreement that allows future:  
• Mortgage Loan additions; and/or  
• Property substitutions.

#### **Synonyms**

- Bulk Deliveries

### Bulk Delivery Agreement

Agreement evidencing the terms and conditions of a Bulk Delivery.

## C



## 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

## Credit Facility

Structured Transaction governed by a Master Credit Facility Agreement requiring Mortgage Loans and Properties to be

- cross-defaulted, and
- cross-collateralized.

### **Synonyms**

- Credit Facilities
- Credit Facility's

## L

### Loan Documents

All Fannie Mae-approved documents evidencing, securing, or guaranteeing the Mortgage Loan.

### **Synonyms**

- Loan Document
- Mortgage Loan Document
- Mortgage Loan Documents

### Loan Year

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.

### **Synonyms**

- Loan Years

## M



## Master Credit Facility Agreement

Agreement evidencing the terms and conditions of a Credit Facility.

## Maturity Date

Date all Mortgage Loan amounts become fully due and payable per the Loan Documents.

### **Synonyms**

- Maturity Dates

## MBS

Mortgage-Backed Security

## 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
- Mortgage Loan's

## P

## Property

Multifamily residential real estate securing the Mortgage Loan, including the

- fee simple or Leasehold interest,
- Improvements, and
- personal property (per the Uniform Commercial Code).

### **Synonyms**

- Properties
- Property's

## S



**Sponsor** Principal equity owner and/or primary decision maker of the Borrower (often the Key Principal or the Person Controlling the Key Principal).

**Synonyms**

- Sponsors
- Sponsor's

## **U**

**UPB** Unpaid Principal Balance

**Synonyms**

- UPBs