[DRAFTING NOTE: PURSUANT TO THE CURRENT LENDER LETTER REGARDING LOAN DOCUMENT MODIFICATIONS, EXCEPT FOR SECTION 7 (FOR ANY TRADES WITH THE MULTIFAMILY TRADING DESK) THIS FORM MAY BE MODIFIED BY LENDER'S COUNSEL WITHOUT FANNIE MAE'S APPROVAL. MODIFICATIONS TO TIER 3 OR 4 LOANS MUST COMPLY WITH THE RULES AND REQUIREMENTS OF THE TIER 3 OR 4 BUSINESS AND CREDIT DELEGATION. MODIFICATIONS TO TIER 2 LOANS MUST COMPLY WITH THE RULES AND REQUIREMENTS OF EITHER THE EXPRESS OR DISCRETIONARY DELEGATION. FOR ALL TIERS, MODIFICATIONS TO SECTION 7 (FOR ANY TRADES WITH THE MULTIFAMILY TRADING DESK) MUST BE SUBMITTED FOR APPROVAL AS NON-DELEGATED MODIFICATIONS.]

STREAMLINED RATE LOCK AGREEMENT (Preliminary Underwriting Completed Prior to Rate Lock)

This STREAMLINED	RATE LOCK AGI	REEMENT ((this " Agr	eemen	t "), dated a	as of
, is	executed by the u	undersigned	Borrower,	Key	Principal	[and
Guarantor – INSERT IF KNO	OWN] (individually	and collectiv	ely, the "B	orrow	er Parties") and
		(to	gether wi	th its	successors	and
assigns, "Lender").						

RECITALS:

Borrower:	[DRAFTING NOTE: INSERT IF KNOWN AT RATE LOCK]		
Key Principal(s):	[DRAFTING NOTE: INSERT IF KNOWN AT RATE LOCK]		
Guarantor(s):	[DRAFTING NOTE: INSERT IF KNOWN AT RATE LOCK]		
Property Name:			
Property Address:			
Type of Execution:	[DRAFTING NOTE: INSERT MBS OR CASH]		
Rate Lock Amount:			
Latest Mortgage Loan Origination Date:	[DRAFTING NOTE: LENDER TO INSERT LATEST DATE FOR ORIGINATION THAT WOULD ALLOW LENDER TO MAKE THE DELIVERY DEADLINE SET FORTH IN PART IV OF THE GUIDE.]		
Good Faith Deposit	\$ [DRAFTING NOTE: AMOUNT OF MINIMUM GOOD FAITH DEPOSIT IS CALCULATED AS SET FORTH IN SECTION 6.]		

- A. Borrower is entering into or has entered into a commitment (as amended, restated or modified from time to time, the "Loan Commitment") with Lender regarding a loan (the "Mortgage Loan") having the above-referenced Rate Lock Amount to be made by Lender to Borrower and secured by a lien on the property described above (the "Property").
- B. Lender intends to sell the Mortgage Loan to Fannie Mae pursuant to a commitment in accordance with Fannie Mae's requirements (as amended, restated or modified from time to time, the "Fannie Mae Commitment") either (i) as a cash purchase (a "Cash Trade") by the Fannie Mae multifamily trading desk (the "Multifamily Trading Desk"), or (ii) in exchange for the issuance by Fannie Mae of a mortgage-backed security (an "MBS") backed by the Mortgage Loan to an investor in the MBS selected by Lender, at a specified rate (the "MBS Trade"; the Multifamily Trading Desk, as purchaser under a Cash Trade or an MBS Trade, or a third-party investor in an MBS Trade each being referred to herein as the "Investor").
- C. Pursuant to Fannie Mae's streamlined rate lock option, Lender simultaneously herewith is entering into a commitment to sell the Mortgage Loan to an Investor.
- D. The Fannie Mae Commitment and either the Cash Trade or the MBS Trade have allowed Borrower to lock the interest rate for the Mortgage Loan with Lender prior to completion of the underwriting process (the "Rate Lock").
- E. The Loan Commitment contains provisions regarding Borrower's failure to close the Mortgage Loan with Lender in accordance with the terms thereof, and obligates Borrower for certain costs and charges as a result of such failure. The provisions of the Loan Commitment, and the obligations of Borrower thereunder, are separate and apart from the joint and several obligations and liabilities of the Borrower Parties contained herein. [DRAFTING NOTE: THIRD PARTY INVESTOR BREAKAGE COSTS MUST BE SCHEDULED AND ATTACHED IN EXHIBIT B HERETO.]
- F. It is a condition of the Loan Commitment and the Fannie Mae Commitment that each of the Borrower Parties execute this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Lender and Fannie Mae to enter into (i) the Fannie Mae Commitment, and (ii) either the Cash Trade or the MBS Trade, each of the Borrower Parties hereby certifies and agrees as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and are hereby incorporated by reference as if fully set forth in the body of this Agreement. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the Recitals.

Section 2. Closing Deadline; Loan Documentation.

- (a) Each of the Borrower Parties agrees and acknowledges that the Mortgage Loan must be originated with Lender on or prior to the Latest Mortgage Loan Origination Date.
- (b) By entering into the Rate Lock, each of the Borrower Parties hereby agrees and acknowledges that:
 - (1) Borrower is causing Lender and the Investor to take a position in the financial markets in reliance on the closing of the Mortgage Loan in accordance with the Loan Commitment and the delivery of the Mortgage Loan in accordance with the Fannie Mae Commitment; and
 - (2) failure of Borrower to close the Mortgage Loan in accordance with the Loan Commitment will cause Lender and/or the Investor to incur economic damages.
- (c) Each of the Borrower Parties agrees and acknowledges that, as a condition of entering into the Loan Commitment, Borrower hereby agrees to execute and deliver Fannie Mae's standard multifamily form loan documents to evidence and secure the Mortgage Loan. Each of the Borrower Parties further agrees and acknowledges that, to the extent Borrower elects to enter into a Rate Lock for the proposed Mortgage Loan with Lender and the Investor prior to review and approval by Lender of all modifications requested by Borrower to the Fannie Mae standard multifamily form loan documents, approval of such modifications shall be at Lender's sole discretion and shall not constitute a defense of any of the Borrower Parties to the failure by Borrower to close the Mortgage Loan in accordance with the Loan Commitment (in the amount of the Rate Lock Amount).
- (d) [DRAFTING NOTE INSERT FOR GREEN MORTGAGE LOANS: Each of the Borrower Parties agrees and acknowledges that, as a condition of entering into the Loan Commitment, Borrower agrees to meet the eligibility requirements of a Fannie Mae "Green Mortgage Loan." Each of the Borrower Parties further agrees and acknowledges that, to the extent Borrower elects to enter into a Rate Lock for the proposed Mortgage Loan with Lender and Investor prior to review and approval by Fannie Mae of all documentation required by Fannie Mae for Green Mortgage Loans, denial of such documentation or reports shall fail to satisfy the Fannie Mae requirements for a Green Mortgage Loan and shall not constitute a defense of any of the Borrower Parties to the failure by Borrower to close the Mortgage Loan in accordance with the Loan Commitment (in the amount of the Rate Lock Amount).]

Section 3. Representations and Warranties.

As of the date hereof, each of the Borrower Parties represents and warrants that all of the following statements are true, complete, and correct in all material respects:

(a) to the best knowledge of each of the Borrower Parties, after reasonable and diligent inquiry and investigation, with regard to the Property, (1) there are no structural, mechanical,

electrical, plumbing or other building component, roofs or system defects, latent or otherwise ("**Building Components**"), (2) all Building Components are in good and proper working order, and (3) there is no material deferred maintenance on the Property (each except as otherwise noted on Exhibit A);

- (b) no part of the Property has been taken in condemnation or other like proceeding, nor is any such proceeding pending or known to be contemplated (except as otherwise noted on Exhibit A);
- (c) to the best knowledge of each of the Borrower Parties, after reasonable and diligent inquiry and investigation, Borrower and the Property are in compliance with all provisions of all zoning, subdivision, environmental protection, disability accommodation, land use, fire and building code, and occupational safety and health act rules, regulations and statutes to which they are subject, and all licenses, permits and approvals necessary for the ownership of the Property and the conduct of its business have been obtained (except as otherwise noted on Exhibit A);
- (d) to the best knowledge of each of the Borrower Parties, after reasonable and diligent inquiry and investigation, (1) no part of the Property contains underground storage tanks, asbestos containing materials or lead based paint, and (2) there are no hazardous waste facilities that could affect the operation or value of the Property (each except as otherwise noted on Exhibit A);
- (e) the Property is not subject to any operations and maintenance programs for hazardous materials (except as otherwise noted on Exhibit A);
- (f) Borrower is the legal and equitable owner of the Property (or will be so at the time of the Mortgage Loan closing) and there are no recorded or unrecorded leases, easements, deed restrictions, covenants, conditions or restrictions, or other agreements, that could affect the marketability of title to the Property or Borrower's right to occupy and operate the Property. The Property has all reciprocal use agreements in place necessary to use and operate the Property as represented to Lender (except as otherwise noted on Exhibit A), and Lender will have the benefit of all such agreements (in such form as Lender shall request) at the Mortgage Loan closing;
- (g) if not an individual, each of the Borrower Parties is validly existing and qualified to transact business and is in good standing in the state in which it is formed or organized, and in each other jurisdiction that qualification or good standing is required according to applicable law to conduct its business:
- (h) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action and proceedings by or on behalf of each of the Borrower Parties, and no further approvals or filings of any kind are required by or on behalf of any of the Borrower Parties as a condition to the valid execution, delivery and performance by the Borrower Parties of this Agreement; and

(i) each of the Borrower Parties has the requisite power and authority to carry on its business as now conducted and as contemplated to be conducted in connection with the performance of its obligations under this Agreement.

Section 4. Completion of Final Underwriting.

Lender is obligated to complete its underwriting of the Mortgage Loan no later than ninety (90) days after the date of the Rate Lock, and each of the Borrower Parties agrees:

- (a) to provide the necessary assistance and documentation to enable Lender to fulfill this obligation;
- (b) the net cash flow and the Property value estimated by Lender to determine the Rate Lock Amount are preliminary and may change once Lender completes its underwriting of the Mortgage Loan, and any change could affect the amount of the Mortgage Loan available under the Loan Commitment and the Fannie Mae Commitment;
- (c) the replacement reserve and repair deposits that Borrower shall be required to make or maintain in connection with the Mortgage Loan are preliminary and may change once Lender completes its underwriting of the Mortgage Loan, and any change could affect the amount of Borrower's required monthly payments under the Loan Commitment and the Fannie Mae Commitment; and
- (d) Lender is authorized to make any changes to the terms of the Loan Commitment and Fannie Mae Commitment it deems necessary following completion of Lender's final underwriting without the consent of any Borrower Parties, including any changes to the net cash flow, Property value, and replacement reserve and repair deposits.

Borrower hereby agrees to close the Mortgage Loan pursuant to the terms of the <u>final</u> Loan Commitment and Fannie Mae Commitment, as revised by Lender following the completion of its final underwriting.

Section 5. [Intentionally Deleted.]

Section 6. Good Faith Deposit.

Before entering into the Rate Lock, Lender collected \$_____ from Borrower ("Good Faith Deposit"). [DRAFTING NOTE: GOOD FAITH DEPOSIT IS CALCULATED AS

- THE "MINIMUM GOOD FAITH DEPOSIT" REQUIRED BELOW; <u>PLUS</u>
- FOR TRADES NOT WITH THE MULTIFAMILY TRADING DESK, ANY ADDITIONAL DEPOSIT REQUIRED BY THE INVESTOR IN THE MBS; PLUS
- ANY OTHER DEPOSIT REQUIRED BY LENDER.

THE "MINIMUM GOOD FAITH DEPOSIT" FOR A MORTGAGE LOAN IS DETERMINED BASED ON THE RATE LOCK PERIOD AND THE RATE LOCK AMOUNT, AS FOLLOWS:

RATE LOCK PERIOD	MINIMUM GOOD FAITH DEPOSIT
FOR A MORTGAGE LOAN WITH A RATE LOCK AMOUNT OF \$69 MILLION OR LESS THAT HAS A RATE LOCK PERIOD UP TO AND INCLUDING 90 DAYS	1% OF THE RATE LOCK AMOUNT
FOR A MORTGAGE LOAN WITH A RATE LOCK AMOUNT OF GREATER THAN \$62 MILLION THAT HAS A RATE LOCK PERIOD UP TO AND INCLUDING 90 DAYS	2% OF THE RATE LOCK AMOUNT
FOR A SUPPLEMENTAL MORTGAGE LOAN OF ANY AMOUNT THAT HAS A RATE LOCK PERIOD UP TO AND INCLUDING 90 DAYS	2% OF THE RATE LOCK AMOUNT
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	3% OF THE RATE LOCK AMOUNT

FOR ALL TRADES WITH THE MULTIFAMILY TRADING DESK, THE MINIMUM GOOD FAITH DEPOSIT SET FORTH ABOVE MAY BE INCREASED BY AN AMOUNT DETERMINED BY THE MULTIFAMILY TRADING DESK FOR ANY RATE LOCK INVOLVING TERMS OR PARTIES OUTSIDE THE NORMAL PRACTICES OF THE MULTIFAMILY TRADING DESK.]

Unless otherwise applied pursuant to the terms of this Agreement, Lender shall refund the Good Faith Deposit to Borrower no earlier than the Mortgage Loan origination date and no later than within a commercially reasonable time after Fannie Mae purchases the Mortgage Loan.

Section 7. Delivery Tolerance.

Notwithstanding anything herein or in the Loan Commitment to the contrary, Borrower shall be deemed to have satisfied its obligation to close the Mortgage Loan in accordance with the Loan Commitment if Borrower closes the Mortgage Loan and the difference between the Rate Lock Amount and the amount of the Mortgage Loan delivered to Fannie Mae is

[DRAFTING NOTE - INSERT FOR ANY CASH TRADE WITH THE MULTIFAMILY TRADING DESK: plus or minus no more than five percent (5%) of the Rate

Lock Amount (e.g., the amount of the Mortgage Loan delivered to Fannie Mae must be at least ninety-five percent (95%) and not more than one hundred five percent (105%) of the Rate Lock Amount).]

[DRAFTING NOTE – INSERT FOR MBS TRADE WITH THE MULTIFAMILY TRADING DESK: plus or minus no more than five percent (5%) of the Rate Lock Amount (e.g., the amount of the Mortgage Loan delivered to Fannie Mae must be at least ninety-five percent (95%) and not more than one hundred five percent (105%) of the Rate Lock Amount). Notwithstanding the foregoing, for any MBS Trade with the Multifamily Trading Desk, if the amount of the Mortgage Loan delivered to Fannie Mae is at least ninety percent (90%) but less than ninety-five percent (95%) of the Rate Lock Amount, then:

- (a) Fannie Mae shall accept delivery of the Mortgage Loan in such lesser amount; and
- (b) Borrower shall owe as liquidated damages, to be paid from the Good Faith Deposit in full satisfaction of Borrower's obligations under the Rate Lock and the Loan Commitment, an amount equal to (1) the difference between ninety-five percent (95%) of the Rate Lock Amount and the amount of the delivered Mortgage Loan, multiplied by (2) ______ percent (___%) [DRAFTING NOTE: INSERT THE APPLICABLE MINIMUM GOOD FAITH DEPOSIT PERCENTAGE SET FORTH IN SECTION 6.]

[DRAFTING NOTE – INSERT FOR MBS TRADE WITH THIRD PARTY INVESTOR: plus or minus no more than Investor Delivery Tolerance Percentage set forth in an MBS Trade agreement with the third-party Investor and as detailed on Exhibit B attached to this Agreement, which Investor Delivery Tolerance Percentage in no event shall exceed plus or minus five percent (5%) of the Rate Lock Amount (e.g., the amount of the Mortgage Loan delivered to Fannie Mae must be at least ninety-five percent (95%) and not more than one hundred five percent (105%) of the Rate Lock Amount)].]

Section 8. Events of Default.

Each of the Borrower Parties agrees and acknowledges that the Borrower Parties will be in default of the Loan Commitment and this Agreement, and that Lender will be entitled to terminate the Loan Commitment at any time, upon the occurrence of any of the following:

- (a) the Mortgage Loan is not originated by the Latest Mortgage Loan Origination Date in accordance with the terms of the Loan Commitment for any reason;
- (b) Borrower otherwise elects not to honor the terms of the Loan Commitment, or fails to perform its obligations under the Loan Commitment; or
- (c) any representation, warranty, statement, certificate or other data and information provided by any of the Borrower Parties to Lender, including but not limited to the statements made in this Agreement, is materially false or misleading as of the date given.

Section 9. Remedies for Failed Mortgage Loan Origination.

If the Mortgage Loan is not originated on or before the Latest Mortgage Loan Origination Date as a result of the events of default described in Section 8, there shall be a default under **[DRAFTING NOTE – INSERT AS APPLICABLE:** [the Cash Trade] [the MBS Trade]] and under this Agreement. In the event of such default, each of the Borrower Parties shall be jointly and severally (solidarily for purposes of Louisiana law) liable for payment of a breakage fee

[DRAFTING NOTE – INSERT FOR TRADE WITH THE MULTIFAMILY TRADING DESK: of \$_____, which shall serve as liquidated damages in full satisfaction of Borrower's obligations under the Rate Lock and the Loan Commitment [DRAFTING NOTE: INSERT APPLICABLE MINIMUM GOOD FAITH DEPOSIT AS DESCRIBED IN SECTION 6]

[DRAFTING NOTE – INSERT FOR TRADE WITH AN INVESTOR IN THE MBS OTHER THAN THE MULTIFAMILY TRADING DESK: and Borrower shall comply with the requirements of the Investor in the MBS, as detailed on Exhibit B attached to this Agreement, including the payment of damages described therein].]

Section 10. Reliance.

Each of the Borrower Parties agrees and acknowledges that Lender is relying upon the truth and accuracy of all representations made in this Agreement and all representations, warranties, statements, certificates, and other information furnished to Lender in connection with the issuance of the Loan Commitment.

Section 11. Governing Law.

This Agreement shall be governed by and construed in accordance with the substantive law of [DRAFTING NOTE: INSERT LENDER'S JURISDICTION OR PREFERRED CHOICE OF GOVERNING LAW] ______ without regard to the application of choice of law principles that would result in the application of the laws of another jurisdiction.

Section 12. Property Jurisdiction.

Each of the undersigned agrees that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the [DRAFTING NOTE: INSERT LENDER'S JURISDICTION OR PREFERRED CHOICE OF GOVERNING LAW] _______. The district and federal courts and authorities with jurisdiction in the [DRAFTING NOTE: INSERT LENDER'S JURISDICTION OR PREFERRED CHOICE OF GOVERNING LAW] ______ shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement with respect to the subject matter hereof. Each of the undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

Streamlined Rate Lock Agreement (Preliminary Underwriting Completed Prior to Rate Lock) Fannie Mae

Section 13. Time is of the Essence.

Each of the Borrower Parties agrees that, with respect to each and every obligation and covenant contained in this Agreement, time is of the essence.

Section 14. Notices.

Each of the Borrower Parties agrees to notify Lender of any change in the undersigned's address within [ten (10)][two (2)] [DRAFTING NOTE: LENDER TO ELECT] business days after such change of address occurs. Any notices under this Agreement shall be:

- (a) in writing and shall be:
 - (1) delivered, in person;
- (2) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
 - (3) sent by overnight courier; or
 - (4) sent by electronic mail with originals to follow by overnight courier;
- (b) addressed to the intended recipient at the notice addresses provided under the signature block at the end of this Agreement; and
 - (c) deemed given on the earlier to occur of:
 - (1) the date when the notice is received by the addressee; or
 - (2) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

Section 15. WAIVER OF JURY TRIAL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE UNDERSIGNED (a) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY RELATED DOCUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY, AND (b) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY THE UNDERSIGNED, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

Section 16. Exhibits.

Any exhibits attached to this Agreement are incorporated fully into this Agreement by this reference and each constitutes a substantive part of this Agreement.

Section 17. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Section 18. Construction.

- (a) The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.
- (b) Any reference in this Agreement to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Agreement or to a Section or Article of this Agreement.
- (c) Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
- (d) Use of the singular in this Agreement includes the plural and use of the plural includes the singular.
- (e) As used in this Agreement, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.
- (f) Whenever Borrower's knowledge is implicated in this Agreement or the phrase "to Borrower's knowledge" or a similar phrase is used in this Agreement, Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of Borrower's knowledge after reasonable and diligent inquiry and investigation.
- (g) Unless otherwise provided in this Agreement, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.
- (h) All references in this Agreement to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
 - (i) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each of the Borrower Parties and Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by its duly authorized representative to be effective as of the date written below. Where applicable law so provides, each of the Borrower Parties and Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:	
By: Name: Title:	(SEAL)
ADDRESS FOR NOTICE	<u>S</u> :

GUARANTOR:	
D	(CEAL)
By: Name:	(SEAL)
Title:	
ADDRESS FOR NOTICES:	
	 ,

KEY PRINCIPAL:	
By:	(SEAL)
Name:	(SE/ IE)
Title:	
ADDRESS FOR NOTICES:	

LENDER:	
By:	(SEAL)
Name:	
Title:	
ADDRESS FOR NOTICES:	

EXHIBIT A TO STREAMLINED RATE LOCK AGREEMENT (Preliminary Underwriting Completed Prior to Rate Lock)

[Exceptions to Representations and Warranties]

(If none, so state)

EXHIBIT B TO STREAMLINED RATE LOCK AGREEMENT (Preliminary Underwriting Completed Prior to Rate Lock)

Third Party Investor Terms

Investor Delivery T	olerance: plus or minus	percent (%) of the Rate Lock
	NG NOTE: Insert required Inv	•	olerance (not to exceed
plus or minus five p	percent (5%) of the Rate Lock	Amount)]	
Breakage Fee:	[DRAFTING NOTE: Ins	sert or Describe B	reakage Fee for deals
involving a Third p	arty Investor (other than Fan	nie Mae) in the M	[BS]

Summary report:			
Litera Compare for Word 11.4.0.111 Document comparison done on			
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Style name: Ven			
Intelligent Table Comparison: Active			
Original DMS: iw://dms.venable.com/FIRMDOCS/57779113/1			
Modified DMS: iw://dms.venable.com/FIRMDOCS/61074390/1			
Changes:			
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Delete	14		
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Move To	0		
<u>Table Insert</u>	0		
Table Delete	0		
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Table moves from	0		
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Embedded Excel	0		
Format changes	0		
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