



**[DRAFTING NOTE: THIS LETTER SHOULD BE SENT IN THE MANNER PROVIDED IN THE NOTICES SECTION OF THE LOAN DOCUMENTS. PLACE FINAL LETTER ON SERVICER LETTERHEAD. DELETE BRACKETS AND DRAFTING NOTES WHEN PREPARING FOR DISTRIBUTION TO A BORROWER.]**

[Date]

Via EMAIL: [INSERT BORROWER CONTACT EMAIL ADDRESS]

Via Overnight Courier

[INSERT BORROWER NAME] (“Borrower”)

[INSERT NOTICE ADDRESS FOR BORROWER]

Attention: [INSERT BORROWER CONTACT NAME]

Re: Mortgaged Property: [INSERT PROPERTY NAME]

Loan Number: [INSERT FANNIE MAE OR SERVICER LOAN NUMBER] (the “Mortgage Loan”)

**[DRAFTING NOTE: SELECT ALL APPLICABLE ISSUES TO BE ADDRESSED:]**

Required Financial Statements Not Delivered to Servicer

Evidence of Completion of Required Repairs, Replacements, or Restoration Not Received

Evidence of Satisfaction of Code Violations Not Received

Borrower Failure to Provide Notice of a Casualty Event or Receipt of Insurance Loss Proceeds

Borrower Failure to Maintain Required Insurance

Borrower Failure to Maintain the Mortgaged Property

Borrower Failure to Permit Access to Inspect the Mortgaged Property

Unauthorized **[Material Commercial Lease]** **[Non-Material Commercial Lease]** **[Master Lease]**

Unauthorized Change in Property Management

Unauthorized Transfer of Interest in Borrower or the Mortgaged Property (including Liens and Subordinate Debt)

Unauthorized (*select one*) **[Partial Release]** **[Easement]** **[Condemnation Action]** **[Mineral Rights and Subsurface Oil and/or Gas Rights]** **[Conversion of Use]**

Unauthorized Action or Litigation Against the Mortgaged Property, Guarantor, or Key Principal

Borrower Failure to Obtain Subsequent Interest Rate Cap

Borrower Failure to Pay Taxes



**[DRAFTING NOTE: IF EVENT OF DEFAULT IS NOT LISTED ABOVE OR ACCURATELY DESCRIBED BELOW, SUBMIT TO FANNIE MAE FOR REVIEW.]**

Dear Borrower:

Reference is hereby made to that certain \$\_\_\_\_\_ Multifamily Note dated \_\_\_\_\_ (the “Note”; the Note and all other documents securing or executed in connection with the Mortgage Loan being collectively referred to herein as the “Loan Documents”), executed by Borrower, and made payable to the order of \_\_\_\_\_

**[DRAFTING NOTE: IF THE SERVICER DID NOT ORIGINATE THE MORTGAGE LOAN, INSERT: [NAME OF LENDER] (the “Lender”, and which Mortgage Loan is being serviced by [NAME OF SERVICER] (the “Servicer”). The [Lender/Servicer] assigned, negotiated, and transferred the Note and Mortgage Loan to Fannie Mae, the current owner and holder of the Note and Mortgage Loan. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents.**

In connection with the Mortgage Loan, please be advised as follows:

**[SELECT THE APPLICABLE PARAGRAPH(S) TO BE ADDRESSED AND NUMBER ACCORDINGLY.]**

- [1.] Borrower has failed to deliver to Servicer the financial statements required by the Loan Documents, either within the time specified by the Loan Documents or following written notice thereof by Servicer.
- [1.] Borrower has failed to provide satisfactory evidence of the completion of all or certain required Repairs or Replacements, either within the time specified by the Loan Documents or following written notice thereof by Servicer in letters dated **[INSERT DATE OF FIRST LETTER]** and **[INSERT DATE OF FOLLOW-UP LETTER]**.
- [1.] The Mortgaged Property has become subject to building code or zoning violations issued by a Governmental Authority with jurisdiction over the Mortgaged Property and Borrower. **[Borrower has failed to provide notice of the same promptly after receipt or notification thereof.] [Borrower has failed to remedy the violations or provide satisfactory evidence of the same.]**
- [1.] Servicer has become aware of the occurrence of a casualty event at the Mortgaged Property. **[Borrower failed to provide notice of the casualty or event of loss as required by the Loan Documents.] [Borrower failed to provide documentation related to the event of loss required by the Loan Documents within the time specified by the Loan Documents including any applicable notice and cure period.] [Borrower has not remitted insurance proceeds to Servicer as required by the Loan Documents, either within the time specified by the Loan Documents or following written notice thereof by Servicer.]**
- [1.] Borrower has failed to maintain insurance in accordance with the Loan Documents.
- [1.] Borrower has failed to maintain the Mortgaged Property in accordance with the Loan Documents. **[Borrower has failed to complete Required Repairs, Additional Lender Repairs, Replacements, Additional Lender Replacements, or Restoration as required by the Loan Documents within the time specified by the Loan Documents including any applicable notice and cure period.] [Borrower has failed to comply with its Completion Repair Agreement within the time specified by the Loan Documents including any applicable notice and cure period.] [Borrower has undertaken renovations unauthorized by the Loan**



Documents.] [Borrower has taken units offline in violation of the terms of the Loan Documents.] [The current property manager is no longer approved.] [Borrower has failed to pay the expenses of operating, managing, maintaining and repairing the Mortgaged Property (including insurance premiums, utilities, Repairs and Replacements) before the last date upon which each such payment may be made without any penalty or interest charge being added.]

- [1.] Borrower has failed to permit access to enter upon and inspect the Mortgaged Property in accordance with the Loan Documents.
- [1.] Borrower has [entered into or modified a Material Commercial Lease] [entered into a non-Material Commercial Lease that materially alters the use and type of operation of the Mortgaged Property subject to the lease in effect when the Mortgage Loan was made or reduces the number or size of residential units at the Mortgaged Property.] [modified a non-Material Commercial Lease in a manner not permitted without prior approval by Fannie Mae.] Such action without prior approval by Fannie Mae is not permitted by the Loan Documents.
- [1.] Servicer has become aware of a change in the property management for the Mortgaged Property. The change of the property management without prior approval by Fannie Mae is not permitted by the Loan Documents. [The current property manager is not approved.]
- [1.] A Transfer requiring the prior approval of Fannie Mae has occurred. [The unauthorized transfer of interests in the Borrower without prior approval by Fannie Mae, when required by the Loan Documents, is not permitted.] OR [The unauthorized transfer of all or any part of the Mortgaged Property (including any interest in the Property) without prior approval of Fannie Mae, when required by the Loan Documents, is not permitted.]
- [1.] There has been (*select one*) [a partial release granted on the Mortgaged Property. The granting of a partial release without approval by Fannie Mae is not permitted under the Note and Loan Documents.] OR [an easement granted on the Mortgaged Property. The granting of an easement without approval by Fannie Mae is not permitted under the Note and Loan Documents.] OR [a condemnation action affecting the Mortgaged Property. A condemnation action or other taking of any part of the Mortgaged Property through the exercise of the power of eminent domain without notifying Fannie Mae is not permitted under the Note and Loan Documents] OR [mineral rights and subsurface oil and/or gas rights granted on the Mortgaged Property. The granting of mineral rights and subsurface oil and/or gas rights without approval by Fannie Mae is not permitted under the Note and Loan Documents.] OR [a conversion of use or condominium conversion granted on the Mortgaged Property. The granting of a conversion of use or condominium conversion without approval by Fannie Mae is not permitted under the Note and Loan Documents.]
- [1.] Litigation [exists] [has been threatened] with respect to the [Mortgaged Property] [Borrower] [Key Principal] [Guarantor]. [Borrower failed to provide notice of the [threatened] litigation as required by the Loan Documents.]
- [1.] Borrower has failed to obtain a Subsequent Interest Rate Cap and additionally, execute and deliver the Interest Rate Cap Documents representing the Subsequent Interest Rate Cap.



- [1.] The Borrower failed to pay Taxes when due. Pursuant to Section 12.02(a)(3) of the Loan Agreement, Borrower is required to pay all Taxes when due and before any fine, penalty interest, lien or costs may be added thereto.
- [2.] **[The/any above-described failure(s) may constitute an Event of Default /Events of Default under the Loan Documents.] [The above-described failure may constitute an Event of Default and may trigger the recourse provisions of the Loan Documents.]**
- [3.] The Servicer's or Fannie Mae's acceptance of any payment on the Mortgage Loan should not be considered an approval of the matter discussed herein or a novation, modification, or renewal of the Mortgage Loan. Notwithstanding the acceptance of any payments or any other amounts at any time by the Servicer, Fannie Mae does not waive any default which may exist under the Note and Loan Documents. Furthermore, acceptance of any payment shall not act as a waiver of, nor prevent Fannie Mae from exercising any right, remedy, or power available to Fannie Mae, including, without limitation, all rights, remedies, and powers granted under the Security Instrument or any other Loan Documents and at law or in equity.
- [4.] This written notice is being transmitted as a courtesy to you and is not intended as an admission that any written notice is otherwise due you.
- [5.] The only agreements that continue to exist between Fannie Mae and you are those set forth in the Note and the Loan Documents, which may only be amended by agreement of the parties executed in writing.

If you have any further questions regarding this matter, please do not hesitate to call me at the above number.

Sincerely,

**[SERVICER NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: \_\_\_\_\_, Fannie Mae  
\_\_\_\_\_, [Servicer]  
\_\_\_\_\_, [Key Principal(s)]