

The Borrower must obtain Lender consent before entering into any lease of mineral rights or subsurface oil or gas. An oil or gas lease may be approved only if permitted by the Loan Documents and this Form. The oil or gas lease must satisfy all terms and conditions specified in the Loan Documents. If the Loan Documents provide no specific guidance on approving an oil or gas lease, then the provisions of this Form apply. The Servicer is delegated the authority to approve an oil or gas lease only to the extent delegated in this Form.

The key points for the Servicer to consider in reviewing a request for an oil or gas lease are set forth below.

Multifamily Selling and Servicing Guide Reference	Part V: Servicing and Asset Management, Chapter 4
Delegation Criteria	The Servicer is delegated the authority to approve an oil or gas lease provided the Servicer completes all the Sections of this Form and answers “No” to all the questions in Part III. The Servicer may attach its own form narrative or memo in place of Section II, provided the memo contains the information requested in Section II and the Servicer completes the remaining sections of this Form. Fannie Mae approval of the lease is required if one or more questions in Section III is answered “Yes”.
Real Estate Considerations	The Servicer must evaluate any proposed oil or gas lease to determine the likely impact on the Property. An oil or gas lease having any material adverse effect on the value, desirability, or marketability of the Property, or on the health or safety of the tenants, should not be approved.
What to Submit	For both delegated and non-delegated oil or gas lease requests, the Servicer must complete the relevant parts of this Form, and submit: <ul style="list-style-type: none"> <li>• a signed copy of this Form, including Servicer narrative or memo, if any;</li> <li>• copy of the Borrower Request;</li> <li>• copy of the oil or gas lease;</li> <li>• copies of any non-Fannie Mae Estoppel Certificate and Subordination, Non-disturbance and Attornment Agreement, if available; and</li> <li>• any other supporting documentation.</li> </ul>
How to Submit	All delegated and non-delegated oil or gas lease requests must be submitted as a Borrower Request through the Multifamily Asset Management Portal (MAMP).
Questions	For questions contact: <b>General: <u>Multifamily Asset Management</u>;</b> <b>Structured Transactions (Credit Facilities and Bulk Deliveries): <u>Multifamily Structured Asset Management</u>;</b> <b>Seniors Housing Properties: <u>Multifamily Seniors Housing Property Asset Management</u>;</b> <b>Borrower Channel: <u>Multifamily Borrower Channel</u>;</b> <b>Fannie Mae In-House Counsel: <u>Fannie Mae Multifamily Legal</u>; or</b> <b>Fannie Mae Outside Counsel: <u>Pillsbury Winthrop Shaw Pittman LLP</u>.</b>
Fees	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 \$3,000 for most oil and gas lease 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.

<p>Legal Documentation</p>	<p>If the request is delegated to the Servicer, whether to obtain a Tenant Estoppel Certificate and/or a Subordination, Non-Disturbance and Attornment Agreement is also delegated to the Servicer, along with the preparation of these documents. The Servicer is responsible for (i) review of the oil or gas lease, and (ii) preparation of any Estoppel Certificate or Subordination, Non-Disturbance and Attornment Agreements. The applicable Fannie Mae form Subordination, Non-Disturbance and Attornment Agreement (Form 6415 or 4510) and Tenant Estoppel Certificate (Form 6413 or 4539) should be used.</p> <p>If the request is not delegated and/or Fannie Mae legal review is needed or requested, Fannie Mae counsel must be provided with the following:</p> <ul style="list-style-type: none"> <li>• copy of the proposed oil or gas lease;</li> <li>• copy of the Borrower Request;</li> <li>• completed Form 4636.OGL;</li> <li>• an ALTA survey, site plan, map, plat, or other drawing depicting the Property, and the portion thereof subject to the lease;</li> <li>• a draft date-down endorsement to Fannie Mae's title insurance policy that reflects the lease and confirms Fannie Mae's lien priority as to the Property;</li> <li>• if Borrower will receive any proceeds, a description of the source and use of funds;</li> <li>• drafts of the Tenant Estoppel Certificate and/or Subordination, Non-Disturbance and Attornment Agreement (if any) blacklined against the Fannie Mae form;</li> <li>• if Fannie Mae is asked to subordinate the priority of the Lien of its Security Instrument to the oil and gas lease, a copy of the subordination agreement; and</li> <li>• for each question in Part III of this Form answered "Yes" by the Servicer, the information requested by the Comments section and any supporting documentation.</li> </ul>
<p>Document Execution and Follow-up</p>	<p>For non-delegated requests, Fannie Mae will review the documents and advise the Servicer of any needed follow-up actions. If Fannie Mae approves the non-delegated request or the Servicer has approved the delegated request, the instructions below must be followed for executing any required documents. The Servicer may use its Limited Power of Attorney for documents that Fannie Mae has reviewed and approved.</p> <p><b>If the Servicer Has Limited Power of Attorney</b></p> <p>If the Servicer has a Limited Power of Attorney permitting the execution of documents relating to the oil or gas lease, an officer of the Servicer may sign as attorney-in-fact for Fannie Mae. The signature block must be signed "[Name of Servicer], as Attorney-in-Fact for Fannie Mae."</p> <p><b>If the Servicer Does Not Have Limited Power of Attorney</b></p> <p>If the Servicer does not have a Limited Power of Attorney, the documents must be sent for execution to:</p> <p style="padding-left: 40px;">Fannie Mae Midtown Center 1100 15th Street, NW Washington, DC 20005 Attn: Multifamily Asset Management Mail Stop 8V-21</p> <p>A copy of this Form must be included with the request for execution, with instructions on where to return the executed documents. If the request is time sensitive, electronic versions of the documents may be sent to the applicable Fannie Mae email box address listed in the "Questions" section of this Form.</p> <p>The Servicer must record all applicable documents and retain all required documentation, including this Form, in the Servicing File. Documentation may be kept in electronic form. The Servicer must attach an electronic copy of the SNDA and any newly executed Loan Documents to the existing request in the MAMP. Executed original copies of any new or amended Loan Documents should be sent to the following address:</p>

	Fannie Mae (Multifamily) Certification and Custody Document Delivery Facility (DDF) 21240 Ridgetop Circle Sterling, VA 20166
Use of Funds	Oil or gas lease payments must be paid to the Borrower and appear on the Property's operating statements.
Unauthorized Oil or Gas Lease	<p>If the Servicer becomes aware that the Borrower has entered into an oil, gas, or mineral <u>rights</u> lease on the Property without approval from the Servicer or Fannie Mae, <u>do not follow the requirements of Part V, Chapter 7, Section 704.01B - Notice to Fannie Mae of Performance Default and Section 704.01C - Types of Performance Defaults. In addition, a Non-monetary Default Borrower Request should not be sent through the MAMP. Instead, the Servicer must:</u></p> <ul style="list-style-type: none"> <li>• promptly complete Form 4636.OGL, and follow the same process as if the oil or gas lease had not yet been executed; and</li> <li>• immediately send to the Borrower a Reservation of Rights Letter (Form 4804); and</li> <li>• submit electronic copies of Form 4636.OGL and Form 4804 through the MAMP.</li> </ul> <p><u>If the oil, gas, or mineral rights lease is acceptable to the Servicer and all the questions in Section III of Form 4636.OGL are answered "No," the Servicer is delegated the authority to approve the oil, gas, or mineral rights lease.</u></p> <p><u>If the oil, gas, or mineral rights lease is not acceptable to the Servicer or if any question in Section III of Form 4636.OGL is answered "Yes,"; then the Servicer should submit a non-delegated Borrower Request through the MAMP with the information required by this Form. Fannie Mae will decide whether to approve the oil or gas lease or declare the Mortgage Loan in default.</u></p> <p><u>Notwithstanding the above, if the Servicer discovered that the Borrower has entered into an oil, gas, or mineral rights lease without approval while processing a Supplemental Mortgage Loan or the refinancing of a Fannie Mae Portfolio Mortgage Loan, the Servicer is delegated the authority to waive the requirement to send the Borrower Form 4804. The Servicer should document this waiver in the MAMP.</u></p>

**1. Mortgage Loan Information (Include information for any supplemental Mortgage loan)**

Servicer \_\_\_\_\_

Fannie Mae Loan Number

Property Name \_\_\_\_\_

Property Address \_\_\_\_\_

Other Fannie Mae Loan Numbers \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current UPB of Mortgage Loan(s) \_\_\_\_\_

Original Underwritten Loan-to-Value (LTV) and Underwritten Debt Service Coverage Ratio (DSCR) of Mortgage Loan

LTV and DSCR immediately prior to the proposed transaction:

LTV \_\_\_\_\_ DSCR \_\_\_\_\_

LTV \_\_\_\_\_ DSCR \_\_\_\_\_

LTV and DSCR immediately after the proposed transaction:

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Most recent appraised value  
(Generally the original Appraisal)

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Date of most recent appraisal

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LTV

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DSCR

## 2. Transaction Summary

The Servicer may attach its own form narrative or memo in place of Section 2 provided it contains the information requested in Part 2 and the Servicer completes the remaining sections of this form.

1. Briefly describe the proposed transaction and Servicer's recommendation:

2. Describe the benefits that will result from the proposed transaction:

3. Describe the risks of the proposed transaction, with specific emphasis on risks related to those questions that are answered "Yes":

4. Briefly describe the actions that are being taken by the Servicer and Borrower to mitigate those risks.

5. Briefly describe any other relevant information (if none, answer N/A).

3. Delegation Determination Questions (If any question is answered YES - the request is not delegated to the Servicer)

	Questions	Response	Guide Reference or Comments
1	Is the Mortgage Loan currently rated <del>Substandard or Doubtful</del> on Fannie Mae's Watchlist?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe how the proposed lease will affect the Mortgage Loan risk factors.
2	<p>Is the Mortgage Loan in either:</p> <p>(a) <u>Is the Mortgage Loan in Payment Default?</u> or</p> <p>(b) <u>Is the Mortgage Loan in Performance Default?</u></p> <p><u>(Answer "No" if the only Performance Default is the Borrower entering into an oil, gas, or mineral lease on the Property without approval from the Servicer or Fannie Mae.)</u></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <u>Yes</u> <u>No</u>	<p>(a) If "Yes," notify <u>Multifamily Asset Management</u> immediately if in Payment Default.</p> <p>(b) If "Yes" in Performance Default (including if the lease was entered into without Servicer or Fannie Mae consent), submit the Form 4636.OGL, including information regarding the default and actions to cure the default.</p>
3	Will the request require an amendment to either the Master Credit Facility Agreement or Bulk Delivery Agreement? (Applicable only to a Fannie Mae Credit Facility or Bulk Delivery.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", contact <u>Multifamily Structured Asset Management</u> for Credit Facilities and Bulk Deliveries. The Servicer must send the completed Form 4636.OGL through the MAMP for review, and Fannie Mae Counsel will be engaged.
4	Is this lease for mineral rights only (i.e., not also an oil and gas lease)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," notify <u>Multifamily Asset Management</u> immediately.
5	Will the lessee have the right to use, or access to, or right of ingress and egress in, over or across, the surface of the Property (i.e., surface entry) for any purpose whatsoever (such as pipes, access across, or storage on the Property)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," notify <u>Multifamily Asset Management</u> immediately.
6	Will the lease require subsurface rights less than a minimum 250 feet below the surface of the Property or within 600 feet from the closest Property boundary line?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," notify <u>Multifamily Asset Management</u> immediately.
7	Will the lease have a material adverse effect on the health and safety of residents or on the marketability or occupancy of the Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe the impact to residents and submit a copy of the most recent Appraisal, market study, or other documentation related to the marketability or occupancy of the Property.

	Questions	Response	Guide Reference or Comments
8	Will the Mortgage Loan be subordinate to the lease? (Answer "No" if by law the lease is automatically superior to the loan.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", notify <u>Multifamily Asset Management</u> immediately.
9	Would the oil or gas well activities have a negative effect on the access, visibility or the storm water drainage at the Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", submit a copy of the survey showing the Property and the location of the impacted area.
10	Would the lease cause a zoning violation based on the applicable zoning or allowable density for the Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", submit a summary of the local ordinances affected by the proposed lease, the Borrower's plan to correct the zoning or density issue, and the Servicer's opinion concerning the sufficiency of the current ordinance and law insurance coverage.
11	Would the lease cause a decrease below the zoning minimum required parking spaces or have a material negative impact on the parking availability at the Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", submit a summary of the local ordinances affected by the proposed lease and the Borrower's plan to address the parking deficiency.
12	Will the lease facilitate drilling, storage, or processing of oil or gas on the Property or any property that is adjacent to the Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe Borrower's plans to protect the health and safety of tenants, guests, and employees, and the value of the Property.
13	Is there an absence of a provision in the lease that requires 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe any plan to provisions mitigating any loss that might occur as a result of the lease activities.
14	Will the lease subject the Borrower to any liability because of damages caused directly or indirectly by the lease activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe any provisions mitigating Borrower's liability as owner of the Property.
15	Does the lease violate any federal, state or local regulation related to oil and gas exploration and extraction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe steps to ensure that the lease complies with federal, state, and local laws for oil and gas exploration.
16	Will the lease be executed by any other person other than the authorized general partner, managing member, officer or equivalent of the Borrower?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe the reasons for the recommendation.
17	Is the proposed lease income 30% or more of total gross income at the Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", the request may have Fannie Mae charter implications.

Questions	Response	Guide Reference or Comments
18 Does the lease provide that any lease, bonus or royalty payment will be made to anyone other than the Borrower?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", specify the compensation and the proposed application of the compensation.
19 Does the lessee lack any of the following: (a) experience in mineral, subsurface oil and gas exploration and extraction; (b) financial capacity to satisfy all obligations under the lease; or (c) liability insurance for all activities covered by the lease.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", describe the mitigating factors and why the lease should be approved.

#### 4. Servicer Certification

The Servicer hereby represents and warrants to Fannie Mae that, to the best of its knowledge, the statements made in this Form are true and correct, and that no material facts have been omitted or misstated.

\_\_\_\_\_  
Signed\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*An electronic signature is acceptable.