

~~[RESERVATION OF RIGHTS LETTER]~~

~~[Servicer's Letterhead]~~

RESERVATION OF RIGHTS LETTER

[DRAFTING NOTE: THIS LETTER SHOULD BE SENT IN THE MANNER PROVIDED FOR 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]
~~and VIA CERTIFIED MAIL,~~

~~RETURN RECEIPT REQUESTED~~

~~[Borrower Name and Address]~~

~~Via Overnight Courier~~

[INSERT BORROWER NAME] ("Borrower")

[INSERT NOTICE ADDRESS FOR BORROWER]

Attention: [INSERT BORROWER CONTACT NAME]

Re: ~~Fannie Mae Mortgage~~ Property Name: [INSERT PROPERTY NAME] (the "Property")
Loan Number: [INSERT FANNIE MAE OR SERVICER LOAN NUMBER] (the "Mortgage Loan")

~~Mortgaged~~

[SELECT ALL APPLICABLE ISSUES TO BE ADDRESSED:]

Required Financial Statements Not Delivered to Servicer

Evidence of Completion of Required Repairs or Replacements 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

Unauthorized [Commercial Lease] [Modification to Commercial Lease]

Unauthorized Change in Property: _____ (Management

Unauthorized Transfer of Interest in Borrower or the "Property")

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

Dear Borrower:

Reference is hereby made to the \$ _____ Multifamily Note dated _____ (the “Note”), executed by _____ (“Borrower”), payable to the order of _____ (the “Servicer”). The 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 Mortgage Loan documents.

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

4.[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 Mortgage Loan documents, either within the time specified by the Mortgage 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 Mortgage 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 Property has become subject to building code or zoning violations issued by a Governmental Authority with jurisdiction over the 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 Property. **[Borrower failed to provide notice of the casualty or event of loss as required by the Mortgage Loan documents.] [Borrower failed to provide documentation related to the event of loss required by the Mortgage Loan documents, either within the time specified by the Mortgage Loan documents or following written notice thereof by Servicer.] [Borrower has not remitted insurance proceeds to Servicer as required by the Mortgage Loan documents, either within the time specified by the Mortgage Loan documents or following written notice thereof by Servicer.]**
- [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 premises subject to the lease in effect when the Mortgage Loan was made or reduces the number or size of residential units at the 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 Mortgage Loan documents.
- [1.] Servicer has become aware of a change in the property management for the Property. The change of the property management without prior approval by Fannie Mae is not permitted by the Mortgage Loan documents.
- [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 Mortgage Loan documents,

may constitute an Event of Default thereunder and may trigger the recourse provisions of the Mortgage Loan documents.] OR [The unauthorized transfer of all or any part of the Property (including any interest in the Property) without prior approval of Fannie Mae, when required by the Mortgage Loan documents, constitutes an Event of Default thereunder and may trigger the recourse provisions of the Mortgage Loan documents.]

[1.] There has been (*select one*) [a partial release granted on the Property. The granting of a partial release without approval by Fannie Mae is not permitted under the Note and related Mortgage Loan documents.] OR [an easement granted on the Property. The granting of an easement without approval by Fannie Mae is not permitted under the Note and related Mortgage Loan documents.] OR [a condemnation action affecting the Property. A condemnation action or other taking of any part of the Property through the exercise of the power of eminent domain without notifying Fannie Mae is not permitted under the Note and related Mortgage Loan documents] OR [mineral rights and subsurface oil and/or gas rights granted on the 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 related Mortgage Loan documents.] OR [a conversion of use or condominium conversion granted on the Property. The granting of a conversion of use or condominium conversion without approval by Fannie Mae is not permitted under the Note and related Mortgage Loan documents.]

[2.] The Servicer's or Fannie Mae's acceptance of any payment on the Mortgage Loan should not be considered an approval of the (*select one*) [~~Partial Release~~] [~~Easement~~] [~~Condemnation Action~~] [~~Mineral Rights and Subsurface Oil and/or Gas Rights~~] [~~Conversion of Use~~] 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 related Mortgage Loan documents executed in connection with the Note. 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 and any related Mortgage Loan documents and at law or in equity.

[3.] 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.

[4.] The only agreements that continue to exist between Fannie Mae and you are those set forth in the Note and any related Mortgage Loan documents, which may only be amended by agreement of the parties in writing.

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

Sincerely,

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