CONFIDENTIAL

FNMA 2024-NPL2
FNMA 2024-CIP2

TERMS OFFERING MEMORANDUM
RESIDENTIAL MORTGAGE LOAN SALE

TOTAL OFFERING: approximately $236.4 million
Pool 1: approximately $221.9 million
Community Impact Pool: approximately $14.5 million
Bid Due Date (Pool 1): May 2, 2024
Bid Due Date (Community Impact Pool): May 16, 2024

SEASONED NONPERFORMING RESIDENTIAL MORTGAGE LOANS (SERVICING RELEASED)

The Federal National Mortgage Association ("**Fannie Mae**," or sometimes, "**Seller**") is seeking bids for the sale and purchase (the "**Offering**") of one (1) pool (the "**National Pool**") and one (1) Community Impact Pool (the "**Community Impact Pool**") (the Community Impact Pool together with the National Pool, collectively, the "**Offered Pools**") of nonperforming one- to four-family residential mortgage loans (the "**Mortgage Loans**") that it currently owns. The Mortgage Loans in the Offered Pools are serviced either by Freedom Mortgage Corporation ("**Freedom**") or by Wells Fargo Bank, N.A. ("**Wells**"). Freedom or Wells, as applicable, may be referred to herein as the "**Interim Servicer**". Fannie Mae will sell the Mortgage Loans on a servicing released basis to the winning bidder(s) (each, a "**Purchaser**") pursuant to the terms of this confidential Terms Offering Memorandum (the "**Announcement**") and the Purchase Agreement (as defined herein) with each Purchaser. The bidding process and sale will be subject to Fannie Mae's (i) determination as to whether a potential bidder shall be qualified to bid, and (ii) confirmation of the winning bidder and acceptable price, terms and conditions for each pool. BofA Securities, Inc. and First Financial Network, Inc. (together, the "**Advisors**") will assist in the administration and execution of the Offering.

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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Certain Summary Terms of the Offering

- Fannie Mae is requesting bids on the Offered Pools separately. Bids on an **"ALL OR NONE"** basis will **NOT** be accepted.
- Prospective bidders must meet pre-access qualification requirements prior to accessing the secure data room, which contains detailed information regarding the Mortgage Loans, including various summary and statistical data as well as detailed information in several electronic files.
- Prospective financiers may access the secure data room by meeting certain pre-access qualification requirements.
- Minority- and Woman-owned business enterprises, non-profits, government entities and neighborhood advocacy organizations are encouraged to bid and reach out to the Advisors with respect to pre-access qualification requirements and any questions regarding the sale and purchase process.
- Certain Mortgage Loans in the National Pool are subject to mortgage insurance coverage which will be removed prior to the closing of the sale of such Mortgage Loans and the Purchaser will have no rights under any mortgage insurance policy.
- Certain Mortgage Loans in the National Pool are subject to mortgage insurance coverage which will not be removed prior to the closing of the sale of such Mortgage Loans.
- Fannie Mae has formulated and will market the Community Impact Pool with the goal of working with a diverse range of investors and market participants, including but not limited to Minority – and Woman – owned business enterprise, non-profit, government entity and neighborhood advocacy organization bidders who are interested in and have the capacity to acquire such Mortgage Loans.
- Borrowers of the Mortgage Loans may have requested certain relief under the Coronavirus Aid, Relief, and Economic Security Act (the "**CARES Act**") or which is otherwise offered by Fannie Mae or may in the future request relief under the CARES Act or which is otherwise offered by Fannie Mae. The Mortgage Loans may also be subject to certain foreclosure moratoriums imposed by various local, state or federal authorities, or by Fannie Mae or the Federal Housing Finance Agency.
- Fannie Mae will sell the Mortgage Loans in the Offered Pools on a servicing released basis, subject to a binding acknowledgment letter, setting forth certain terms and conditions of the transaction contemplated herein (each, a "**Bid Terms Acknowledgment Letter**") and a Mortgage Loan Purchase and Sale Agreement (the "**Purchase Agreement**") between Fannie Mae and the applicable Purchaser, forms of which will be made available in the secure data room.
- The applicable Purchaser(s) of the Offered Pools shall be required to enter into an Interim Servicing Agreement with each of the applicable Interim Servicers, which Interim Servicing Agreement will provide that such Interim Servicer will be responsible for interim servicing of the applicable Mortgage Loans. The forms of the Interim Servicing Agreement will be made available in the secure data room. Interim Servicers will not be obligated to accept any material changes to their form of Interim Servicing Agreement. Fannie Mae disclaims all responsibility or liability for the terms of the Interim Servicing Agreements and Servicing Transfer Instructions to be executed between the applicable Purchaser and each of the applicable Interim Servicers, including but not limited to the enforceability of such agreements and compliance with applicable laws.

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- Any stipulations or conditions to a bid, including comments or suggested changes to the form of Bid Terms Acknowledgment Letter or Purchase Agreement, may cause nullification of such bid. Fannie Mae will not be obligated to accept any changes to either document.
- Bidders are expected to review and consider all due diligence items and information provided in the secure data room in formulating any bid submitted in connection with this Announcement. In no event will Fannie Mae agree to remove any Mortgage Loan from the Final Population or accept a reduction to the Loan-Level Pricing for any Mortgage Loan based upon information or materials provided for review or disclosed prior to bid submission.
- Fannie Mae, at its discretion, may remove Mortgage Loans before the closing of the sale. Additionally, Fannie Mae will remove Mortgage Loans (i) that are liquidated through a short-sale, acceptance of a deed-in-lieu of foreclosure or have become REO properties before the Cut-Off Date (as set forth in the "Key Dates" section) or (ii) that are paid in full, subject to a closed short sale or acceptance of a deed-in-lieu of foreclosure or are sold to a third party at foreclosure sale three (3) Business Days prior to the Closing Date (as set forth in the "Key Dates" section).

INTRODUCTION

Fannie Mae is pleased to offer for sale the Mortgage Loans described in this Announcement. This Announcement has been prepared to assist the recipient in understanding the Mortgage Loans and settlement process related to this Offering. This Announcement is only an invitation to submit a proposal for the purchase of the Mortgage Loans and may be revoked or rescinded at any time.

BID PROCESS

BIDDER APPROVAL

During the applicable pre-access qualification period for the Offered Pools (as set forth in the "Key Dates" section) (the "**Pre-Access Qualification Period**"), each prospective bidder will be required to execute and submit to Fannie Mae the following documents (collectively, the "**Pre-Access Qualifications**"):

- a non-disclosure agreement (in the form attached as Exhibit A to this Announcement);
- a completed bidder qualification statement (in the form attached either as Exhibit B-1 or Exhibit B-2 to this Announcement, as described below) (a "**Bidder Qualification Statement**") and all exhibits and other information required by the applicable Bidder Qualification Statement, including without limitation, the listing of the Significant Owners of the bidder and acceptable documentation with respect to the required Proof of Funds; and
- a Servicer Diligence Questionnaire (if required by the applicable Bidder Qualification Statement) completed by the bidder's applicable servicer, as provided below.

Any bidder that has not been approved to participate in a previous Fannie Mae NPL or RPL Sale will be required to submit the Bidder Qualification Statement (Long Form) attached as Exhibit B-1 to this Announcement. If a bidder wishing to participate in this Offering has been previously approved to participate in a Fannie Mae NPL or RPL Sale during the last five (5) years, such bidder may submit the Bidder Qualification Statement (Short Form), attached to this Announcement as Exhibit B-2. If a bidder that has been previously approved is unable to

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recertify the information previously submitted to Fannie Mae as set forth in Section 6(A) of the Bidder Qualification Statement (Short Form), the bidder will be required to submit the Bidder Qualification Statement (Long Form) attached as Exhibit B-1 to this Announcement.

Each bidder's applicable servicer shall be required to complete Sections 1 through 11 of the Servicer Diligence Questionnaire once in each calendar year, which is attached as an exhibit to Exhibit B-1 and Exhibit B-2. If approved, during the calendar year of approval, the Investor must provide the name of the applicable servicer for the Offered Pools on which it is bidding in the Bidder Qualification Statement. Notwithstanding anything in this Announcement to the contrary, if a bidder wishes to be approved to bid on the Offered Pools, the bidder's servicer must be approved by and be in good standing with Fannie Mae, Freddie Mac, Ginnie Mae or the Federal Housing Administration. Except as set forth in this paragraph, an applicable servicer shall not be required to submit any additional items or information to Fannie Mae in connection with its participation in the Sale.

Bidders who have not successfully submitted each item of the Pre-Access Qualifications by the end of the Pre-Access Qualification Period will not be given access to the data room, and, as a result, will not be eligible to bid on the Mortgage Loans. Bidders will be notified whether or not they will be granted access to the data room via e-mail once a determination has been made.

Any prospective bidder that will purchase a pool of Mortgage Loans and execute a Bid Terms Acknowledgment Letter, Purchase Agreement and any other documents related to the purchase of such pool of Mortgage Loans ***must*** be subject to and comply with the Pre-Access Qualifications. See "*Subsequent Assignments*" below for additional requirements relating to assignments to a Purchaser's affiliates or financing vehicles. Fannie Mae may require a performance guaranty for any Purchaser's obligations under the Purchase Agreement and the Bid Terms Acknowledgment Letter from a creditworthy affiliate if such Purchaser does not satisfy Fannie Mae's credit criteria.

Fannie Mae reserves the right to reject the participation of any potential bidder or Purchaser or other counterparty, at any time, for any reason or no reason, either before or after the successful submission of the Pre-Access Qualifications.

PRE-ACCESS TO DATA ROOM FOR FINANCIERS

Parties interested in financing the purchase by a bidder of a pool may apply for approval to access the secure data room by submitting the following documents:

- a non-disclosure agreement (in the form attached as Exhibit A); and
- a completed financier qualification statement (in the form attached as Exhibit B-3, as described below).

After completion of these requirements, financiers will be notified whether or not they will be granted access to the data room via e-mail once a determination has been made. Fannie Mae reserves the right to reject the application of any potential financier or other counterparty at any time, for any reason or no reason, including after the successful submission of the documents above.

Fannie Mae's agreement to grant a financier access to the data room is not required for such entity to finance the Sale. Bidders may enter into a financing agreement with a financier that has been granted access to the data room as set forth herein or may select another financier of their own choosing. A financier that has not been granted

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access to the data room may obtain information from a bidder that has been posted to the secure data room in accordance with the terms and conditions set forth in the bidder's non-disclosure agreement. Any financier that has been granted access to the data room shall not be allowed to submit a bid or participate in the sale process in any respect unless otherwise expressly approved by Fannie Mae, except as a potential source of capital to bidders. Any financier that is granted access to the data room may use or review the materials available in the data room for the sole purpose of evaluating a potential financing of the purchase of the Offered Pools by a bidder.

Fannie Mae's agreement to grant a financier access to the data room shall not constitute Fannie Mae's endorsement or approval of such entity or any financing arrangements offered by such entity or constitute a representation or warranty regarding such entity's operations, financial condition or compliance with any law, regulation or rule in any respect.

OFFERING PACKAGE

Fannie Mae engaged third-party vendors to perform compliance, servicing, title and lien and collateral diligence, the results of which will be provided in the secure data room. On or before 5:00 PM (Eastern Time) on the last day of the applicable Pre-Access Qualification Period for the Offered Pools, and upon approval as a qualified bidder or financier by Fannie Mae, each such bidder or financier will be provided with access to a data room, which will contain certain information related to the Mortgage Loans in the Offered Pools (the "**Offering Package**") including but not limited to the following:

- a collateral data tape;
- pay histories;
- cash flow velocity files;
- collateral stratifications;
- compliance diligence review and servicing comments review results;
- title and lien reports;
- a broker price opinion or appraisal ("**BPO**"), as the case may be for each mortgaged property securing a Mortgage Loan, as described below;
- a form of the Purchase Agreement (such form, the "**Form of Purchase Agreement**");
- forms of the Interim Servicing Agreements;
- a form of the Bid Terms Acknowledgment Letter;
- a form of Bailee Letter;
- the custodial review report (the "**Custodial Review Report**") from the applicable Fannie Mae custodian; and
- servicing notes.

Some of the information in the data room, such as the Custodial Review Report, may not be available immediately when the data room opens. However, all information with respect to the Mortgage Loans will be available in the data room at least seven (7) calendar days prior to the Bid Due Date. Fannie Mae will obtain BPO values from

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independent third parties and will provide the results in the Offering Package. The BPO values will be determined within a period of six (6) months prior to this Announcement. No bidder will be able to remove or re-price a Mortgage Loan because the bidder disagrees with the BPO value supplied. Fannie Mae makes no representation that any BPO provided represents the actual value of any mortgaged property or the amount that would be received in the event the mortgaged property is sold.

Fannie Mae will not accept removal or pricing concession requests or requests to perform additional research or additional due diligence reviews related to document defects (including, without limitation, differences in a borrower's name that occur as a result of a change in such individual's circumstances, such as the occurrence of a marriage or divorce or address changes which are related to updates to or implementation of 911 emergency automated systems, completion of construction or required by any applicable governmental authority), other than document defects that result in a material breach of a loan-level representation and warranty set forth in the applicable Purchase Agreement and that is identified by a Purchaser during its due diligence process. Fannie Mae will not accept removal of or pricing concession requests or requests to perform additional research or additional due diligence reviews related to any Mortgage Loan for which a borrower has requested or may request relief under the CARES Act or which otherwise is or may be offered by Fannie Mae. The Custodial Review Report was populated by a third-party vendor in conjunction with the applicable Interim Servicer and Fannie Mae's applicable custodian to assist bidders in evaluating the current status of possible document defects with respect to the Mortgage Loans. Such third party vendor has and will continue to research and rectify document defects up to the applicable Closing Date.

BID PACKAGE

On or prior to 12:00 p.m. (Eastern Time) on the applicable Bid Due Date for the Offered Pools (as set forth in the "Key Dates" section), each qualified bidder will be required to submit the following materials (a "**Bid Package**"):

- for each of the Offered Pools, an aggregate price in the form of a percentage (to 4 decimal places) of the unpaid principal balance plus the forbearance balance (the "**Stated Principal Balance**") of the related Mortgage Loans determined as of the Bid Mortgage Loan Population Determination Date (as set forth in the "Key Dates" section) that the bidder is prepared to pay to purchase the applicable Mortgage Loan pool (the "**Aggregate Purchase Price**");
- loan-level pricing relating to each Mortgage Loan in a pool in the form of a percentage (to 4 decimal places) of the Stated Principal Balance (the **"Loan-Level Pricing"**) of each Mortgage Loan (the "**Purchase Price Percentage**," and when multiplied by the Stated Principal Balance, the "**Purchase Price**") (the Purchase Prices for the individual Mortgage Loans must be, in the aggregate, no less than the Aggregate Purchase Price given by such bidder for such pool);
- confirmation of the identity of the transferee servicer (the "**Initial Servicer**"); and
- any need for third-party financing and the identity of the applicable financier.

It is a condition that potential purchasers must complete or have completed the Fannie Mae Servicer Questionnaire to the satisfaction of Fannie Mae. On the Bid Due Date, Fannie Mae reserves the right to request a best and final bid from any potential purchaser prior to determining the winning bidder(s). Fannie Mae may reject or accept any bid for any reason, subject to applicable law.

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FANNIE MAE WILL NOT ACCEPT ANY BID PACKAGE ON THE BID DUE DATE WHICH DOES NOT INCLUDE LOAN-LEVEL PRICING FOR EACH MORTGAGE LOAN IN ANY POOL OR POOLS FOR WHICH A BIDDER IS SUBMITTING A BID. A BIDDER'S FAILURE TO PROVIDE SUCH LOAN-LEVEL PRICING BY 3 PM EASTERN TIME ON THE BID DUE DATE WILL RESULT IN FANNIE MAE DISREGARDING SUCH BIDDER'S SUBMITTED BID PACKAGE INCLUDING ANY SUBMITTED AGGREGATE PURCHASE PRICE.

BID AWARD

- A single winning bidder will be selected for each of the Offered Pools and will be required to execute a Bid Terms Acknowledgment Letter the Business Day following notification that it is the winning bidder (as set forth in the "Key Dates" section). Thereafter, such bidder will be deemed a "**Purchaser**."
- The Purchaser will be either given on-line access to available Mortgage Loan credit and servicing files and other loan information or provided such files and loan information on an external hard drive to assist such Purchaser in performing due diligence at its own expense, and will also be provided supplemental collateral files.
- Within a week of awarding the bid(s), Fannie Mae will publicly disclose (i) the winning bidder(s), (ii) the winning and "cover bid" or the approximate weighted average winning bid across all pools, (iii) attributes of the Mortgage Loans being sold and (iv) key eligibility and post-closing requirements. From and after the Closing Date, Fannie Mae reserves the right to disclose the loan-level pricing of the winning bid in connection with offerings of, and periodic reporting related to, mortgage-related securities and publication of loan-level performance data.

Any stipulations or conditions to a bid may cause nullification of such bid. None of the terms set forth in this Announcement or otherwise communicated to any prospective bidder will be binding or enforceable unless specifically incorporated in writing into an executed version of a Bid Terms Acknowledgment Letter or Purchase Agreement.

DEPOSIT

Each Purchaser will be required to make an earnest money deposit of the sum of 10% of the applicable Aggregate Purchase Price, which shall be based upon the Stated Principal Balance as of the Bid Mortgage Loan Population Determination Date, by 10:00 AM (Eastern Time) on the applicable Deposit Due Date for the Offered Pools (as set forth in the "Key Dates" section), or within such period of time as is acceptable to Fannie Mae in its sole discretion. Each Purchaser's deposit shall be held by Fannie Mae and applied toward the applicable Settlement Price (as defined herein). In the event a Purchaser materially breaches its obligations under a Bid Terms Acknowledgment Letter or Purchase Agreement, including failure to perform the obligation to close on the applicable Closing Date for the Offered Pools, such Purchaser shall forfeit its deposit and Fannie Mae shall be under no obligation to sell the related Mortgage Loans, or to return such deposit, and such deposit shall be retained by Fannie Mae as liquidated damages.

For purposes of this Announcement, "**Business Day**" means any day other than (i) a Saturday or Sunday, (ii) a day that is a statutory holiday under the Laws of the United States or the States of New York, California or Texas

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or (iii) a day on which banking and savings and loan institutions in those States are authorized or obligated by law or executive order to be closed.

MORTGAGE LOAN POPULATION

The Purchaser will not be permitted to remove a Mortgage Loan from a pool unless there has been a material breach of the loan-level representations and warranties set forth in the applicable Purchase Agreement and according to the applicable Bid Terms Acknowledgment Letter. For the avoidance of doubt, the Purchaser may not remove a Mortgage Loan for any of the following reasons:

- Property condition, except pending or completed total or partial condemnation;
- Disagreement with BPO values;
- The fact that such Mortgage Loan has previously been modified or may be modified pursuant to loan modification/loss mitigation/foreclosure alternative efforts in progress; or
- Active bankruptcy or discharged bankruptcy status.

To the extent that, in connection with any Mortgage Loan, the Purchaser becomes aware, as a result of its due diligence review, of material damage to a property which the Purchaser failed to reflect in the Purchaser's bid, the Purchaser may request a re-price of such Mortgage Loan which may be considered by Fannie Mae in its sole discretion.

POST-AWARD DUE DILIGENCE PROCESS

The Purchaser will be invited to perform due diligence on the Mortgage Loans after execution of the Bid Terms Acknowledgment Letter. Fannie Mae may provide the Purchaser with (i) a mortgage note for which the chain of endorsements is not identical to the chain of the intervening assignments with respect to the applicable mortgage, and/or (ii) intervening assignments of a mortgage which are not identical to the chain of endorsements with respect to the applicable mortgage note. Fannie Mae may provide certain documents with respect to the Mortgage Loans from or through a third-party vendor, which may be included in the applicable credit or servicing files, rather than included in the collateral files to be provided by Fannie Mae's custodian, as applicable. Any of the foregoing described documents may be executed or issued electronically, as is customary in the industry. Fannie Mae may deliver the collateral documents for the Mortgage Loans, at Fannie Mae's option, either in electronic format or in hard copy format, with the exception of the original mortgage note or the original or a copy of a lost note affidavit, if applicable, which shall be delivered in hard copy format.

A Mortgage Loan may be removed from the final population of Mortgage Loans in a particular pool ("Final Population") only if, during the due diligence process and prior to the time that the Purchaser provides its final exclusion list to Fannie Mae, (i) a Purchaser provides notice that there is a material breach of a loan-level representation or warranty as set forth in the applicable Purchase Agreement, (ii) Fannie Mae agrees that a breach has occurred, and (iii) the parties mutually agree that such breach would not reasonably be able to be cured prior to, or within a mutually agreed upon time after, the Closing Date.

Each Purchaser will submit to Fannie Mae weekly during its due diligence period, and no later than eight (8) Business Days prior to the Closing Date (as defined in the Form of Purchase Agreement), a list of Mortgage

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Loans in the applicable pool that such Purchaser proposes to exclude from purchase. For the avoidance of doubt, Fannie Mae and the Interim Servicers expect the Purchaser to provide all due diligence findings by the date which is five (5) Business Days prior to the Closing Date in order to expedite Fannie Mae's response and ensure a timely and efficient settlement.

Bidder agrees that in connection with the review of the Mortgage Loan data related to this transaction, the Purchaser will not take any action that could have a detrimental effect on any borrower, which includes the ordering of any consumer report that could appear on such consumer or borrower's future credit reports and/or negatively impact their credit score.

Additionally, no bidder, nor its proposed servicer or any of its agents, shall initiate any contact or otherwise communicate with any mortgagor, borrower, debtor, guarantor, appraiser, borrower's, debtor's or guarantor's accountant or attorney or any other person or party, including any tenant, managing or leasing agent, connected with or related to any Mortgage Loan.

DELIVERY

Fannie Mae may remove Mortgage Loans or REO properties before each trade is confirmed in accordance with the Bid Terms Acknowledgment Letter. Fannie Mae makes no guarantee with respect to the number or percentage of Mortgage Loans that will be included in any final pool delivered on the Closing Date relative to the number of Mortgage Loans in the respective pool at the time of any Purchaser's bid.

SETTLEMENT PRICE

The "**Loan-Level Purchase Price**" with respect to each Mortgage Loan is set forth in Exhibit A of the applicable Purchase Agreement and equals the product of (a) the Purchase Price Percentage specified for such Mortgage Loan on Exhibit A of the applicable Purchase Agreement and (b) the lesser of the Stated Principal Balance of such Mortgage Loan as of (i) the Bid Mortgage Loan Population Determination Date and (ii) the Cut-Off Date. Any amounts due to a Purchaser for the purpose of curing a breach of the loan-level representations and warranties that have been agreed to by Fannie Mae shall be reflected as a credit to the respective Loan-Level Purchase Price. The "**Settlement Price**" for a pool will be equal to the summation of the product of the Purchase Price Percentage and the lesser of the Stated Principal Balance of such Mortgage Loan as of (i) the Bid Mortgage Loan Population Determination Date, and (ii) the Cut-Off Date of each Mortgage Loan in the Final Population. Pursuant to the applicable Purchase Agreement, the amount received from a Purchaser on the Closing Date will be equal to the applicable Settlement Price, less the deposit received by Fannie Mae.

In the event a Mortgage Loan was subject to mortgage insurance coverage as reflected in the Offering Package for the applicable Mortgage Loan and such mortgage insurance was thereafter cancelled or terminated in accordance with applicable laws or regulations, Fannie Mae will not be obligated to remove such Mortgage Loan from the sale or to accept any reduction in the Purchase Price Percentage for such Mortgage Loan as a result of such cancellation or termination.

REIMBURSEMENT OF ADVANCES

The Purchaser will not be required to reimburse Fannie Mae or the Interim Servicer for any servicing advances or negative escrow advances paid or incurred on or prior to the Cut-Off Date, except to the extent that such

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amounts are included in the Stated Principal Balance of the related Mortgage Loan. Any advances incurred by the Interim Servicer after the Cut-Off Date and on or prior to the Servicing Transfer Date will be reimbursed to the Interim Servicer by the applicable Purchaser. The Purchaser will pay such reimbursements to the Interim Servicer within ten (10) Business Days of the Servicing Transfer Date. Notwithstanding the foregoing, Purchaser shall reimburse Seller for any refunds of any Sheriffs fees received by Purchaser which were paid prior to the Cut-Off Date. If an invoice for expenses incurred prior to the Servicing Transfer Date with respect to a Mortgage Loan is not received by the Interim Servicer by the Servicing Transfer Date, the Interim Servicer shall send the invoice to the Purchaser or its successor servicer who shall pay such reimbursement to the Interim Servicer within ten (10) Business Days of the Purchaser's receipt of the same.

TAXES AND HOA FEES

Fannie Mae and the Interim Servicer will be responsible to make servicing advances to ensure that property taxes attributable to the period on or prior to the Cut-Off Date and attributable to the related mortgaged property of a Mortgage Loan are current, subject to reimbursement as described above. Fannie Mae shall have no further obligations with respect to taxes applicable to any Mortgage Loan or REO property after such date. The Interim Servicer shall continue to monitor and pay taxes that become due prior to the Servicing Transfer Date, which will be reimbursed to the Interim Servicer by Purchaser as escrow advances. Notwithstanding the foregoing, with respect to such amounts attributable to or paid during the period after the Cut-Off Date, Fannie Mae makes no representations or warranties as to the extent or absence of homeowners' association fees, governmental assessments, water, sewer or municipal charges that may result in a lien against any mortgaged property that is junior to a mortgage related to a Mortgage Loan that is the subject of this Offering; any such fees or similar charges shall be the sole responsibility of the Purchaser.

OFFERING TERMS

SERVICING

The Mortgage Loans will be sold on a servicing released basis. The release date will be a date mutually agreed to by Fannie Mae, the applicable Interim Servicer, and the applicable Purchaser after the Closing Date (such mutually agreed upon date, the "**Servicing Transfer Date**"). The applicable Interim Servicer will service the Mortgage Loans in the applicable pool in accordance with the applicable Interim Servicing Agreement, the forms of which will be made available in the secure data room.

ADDITIONAL SALE REQUIREMENTS AND CONDITIONS TO THE SALE

The bidding process and the sale of the Mortgage Loans shall be expressly subject to all of the Additional Sale Requirements and Conditions to the Sale set forth on Exhibit C attached hereto and incorporated herein for all purposes. By submission of its Pre-Access Qualifications to Fannie Mae, each prospective bidder shall be deemed to have submitted its Pre-Access Qualifications subject to, and with the understanding and agreement that it shall be bound by and the Mortgage Loans shall be subject to, the Additional Sale Requirements and Conditions to the Sale in the event that it becomes the Purchaser. In addition, the Purchase Agreement shall include all of the terms and conditions set forth on Exhibit C hereto.

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LOAN-LEVEL REPRESENTATION AND WARRANTIES

WARRANTY PERIOD

Each Purchase Agreement will contain loan-level representations and warranties from Fannie Mae that will exist solely during the applicable ten (10) month or ninety (90) day period, as applicable, following the Closing Date as specified in the Purchase Agreement (the "**Warranty Period**"). Fannie Mae will not evaluate or consider any notices of breach that are received after the expiration of the Warranty Period and there will be no remedy available with respect to such matters. Fannie Mae will not make any representations or warranties (other than as specifically set forth in a Purchase Agreement as a loan-level representation and warranty).

REPURCHASE AND REMEDY

Fannie Mae will, at its option, either repurchase the Mortgage Loan or otherwise remedy (e.g., cure, indemnify, or make-whole) a breach of the loan-level representations and warranties of which it receives notice as provided in the Purchase Agreement before the expiration of the Warranty Period. The foregoing remedies shall be the sole remedies available to the Purchaser with respect to the condition of the Mortgage Loans and such Purchaser shall be required to waive all other remedies.

Upon such payment and cure by Fannie Mae, the applicable Purchaser shall be precluded from requesting any additional remedy related to such claim from Fannie Mae, even if the loan amount related to such claim continues to exist or accrues after the payment to cure.

REPURCHASE PRICE

With respect to any Mortgage Loan (or related REO Property), the "**Repurchase Price**" will be a price equal to (a) the product of (i) the actual unpaid principal balance of the related Mortgage Loan at the time of repurchase (or in the case of an REO Property, the unpaid principal balance of the related Mortgage Loan at the time of foreclosure), and (ii) the related Purchase Price Percentage; plus (b) the aggregate amount of all advances and expenses paid, incurred or reimbursed by the Purchaser in connection with such Mortgage Loan (provided, however that the Purchaser shall not be entitled to recover any such advances or expenses made, incurred, paid or reimbursed, with the exception of expenses the nonpayment of which may result in a lien or other material encumbrance on title, from the date of discovery of a breach of a representation or warranty, to and including the date of repurchase of the related Mortgage Loan, without the prior written consent of Fannie Mae); (c) minus, if such Mortgage Loan is to be repurchased during the period from the Closing Date to the Servicing Transfer Date, any amounts received or advanced by the Interim Servicer in respect of such Mortgage Loan which are being held in a custodial account for distribution to the Purchaser in the month of repurchase; and (d) minus any loan-level adjustments paid or credited to Purchaser prior to the date of repurchase.

RISK OF PURCHASE

The acquisition of the Mortgage Loans involves a high degree of risk, including, but not limited to the risk that the Mortgage Loans are nonperforming, may have limited or no liquidity and are suitable only for persons or entities of substantial financial means who have no need for liquidity and who can hold the Mortgage Loans indefinitely or bear the partial or entire loss of value. Each Purchaser, by its submission of a bid, represents and

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warrants that it is a sophisticated investor and its decision to bid on the Mortgage Loans is based upon its own independent experience, knowledge, due diligence and evaluation of this transaction and the Mortgage Loans.

FANNIE MAE'S AND SERVICER'S NAME

The Purchaser will not be authorized or permitted to use the name of Fannie Mae or the name of the applicable Interim Servicer, hold themselves out as an agent or representative of Fannie Mae or the applicable Interim Servicer, or initiate or continue any legal actions (including but not limited to foreclosure proceedings or collection actions) in the name of Fannie Mae or the applicable Interim Servicer.

SUBSEQUENT ASSIGNMENTS

Except as provided in the following paragraph, the Purchaser may not transfer, sell or assign any rights or interests in the Bid Terms Acknowledgment Letter or in any Purchase Agreement. Except as provided in the following paragraph, any such subsequent transfer, sale or assignment of the Mortgage Loans must be made pursuant to a separate agreement between the applicable Purchaser and its assignee and shall be subject to all of the terms and conditions of Exhibit C attached hereto.

Only if agreed upon by Fannie Mae and any Purchaser at the time such Purchaser's bid was selected, a Purchaser may be permitted to designate an affiliate or a financing vehicle to act as the purchaser and counterparty under the Purchase Agreement. In connection with any such designation, notwithstanding that such affiliate or financing vehicle will be the purchasing counterparty under the Purchase Agreement, the Purchaser will be required to remain liable to Fannie Mae for all of the payment and performance obligations of the purchasing counterparty specified in the applicable Purchase Agreement and/or guaranty to Fannie Mae the payment and performance of those obligations.

TRANSACTION EXPENSES

The Purchaser and Fannie Mae will each bear its own legal costs and expenses in connection with the purchase and sale of the Mortgage Loans. Each Purchaser will bear its own respective due diligence costs. As to any Mortgage Loans not currently registered with MERS, provided that Seller or the applicable Seller's Servicer was not the last endorsee and assignee of record of the Mortgage Note, the Purchaser will bear the cost of creating assignments, any MERS transfer fees, and any recording fees in connection to the transfer of title, and the cost of file delivery.

CONFIDENTIALITY

Each bidder will execute a non-disclosure agreement prior to receiving the Offering Package from Fannie Mae, and agrees to keep confidential and will not divulge to any party, without Fannie Mae's prior written consent, all information regarding the Mortgage Loans and all other information provided in the Offering Package, except to the extent that it is necessary to do so in working with legal counsel, auditors, taxing authorities and/or other governmental agencies. Each bidder will be required to agree that it will ensure the security and confidentiality of all borrower information received related to the Mortgage Loans in compliance and conformance with the applicable provisions of the Gramm-Leach-Bliley Act of 1999, the Fair Credit Reporting Act and all other applicable law.

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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DISCLAIMER

Any sale of the Mortgage Loans will be made only pursuant to a Purchase Agreement executed by Fannie Mae and a Purchaser, which will contain representations, warranties and covenants that will supersede this Announcement and the applicable Bid Terms Acknowledgment Letter. Any indications of interest from prospective purchasers in response to the information contained herein shall involve no obligation or commitment of any kind. Any decision to purchase the Mortgage Loans should be made only after conducting such investigations as the prospective bidder deems necessary and after consulting its own legal, accounting, and tax advisors in order to make an independent determination of the suitability and consequences of the purchase of any Mortgage Loans.

While the information included herein is believed to be accurate and reliable, neither Fannie Mae nor its subsidiaries, affiliates, agents, assignees, officers, trustees, directors, servicers and employees makes representations or warranties, expressed or implied, as to the accuracy or completeness of such information, including but not limited to the condition or value of any collateral. Only those representations and warranties that are made by Fannie Mae to a Purchaser in an executed Purchase Agreement will have any legal effect.

The information contained herein is strictly confidential and is intended for review by the parties, their advisors and legal counsel only and may not be disclosed to any other person or entity, except as required by law or otherwise consented to by Fannie Mae. All of the terms described herein are subject to change and such terms are indicative only.

DISCLOSURES

Neither Fannie Mae nor any Interim Servicer will be obligated to provide to the Purchaser any originator disclosure, servicer disclosure, or static pool information, as is contemplated by Regulation AB (Subpart 229.1100 – Asset Backed Securities, 17 C.F.R. §§229.1100-229.1123, as such may be amended from time to time) or any other similar disclosures that may be requested in connection with a securitization or subsequent whole loan offering.

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CONTACTS

Please submit your bid to: FNMANPLBIDS@SMARTROOM.COM

Please submit Pre-Access Qualifications and any related questions: FNMANPLPAQ@SMARTROOM.COM

Please submit any questions related to the offering to: FNMANPLQA@SMARTROOM.COM

BofA Securities Contacts:

Michael Cohn	mcohn@bofa.com
Telephone:	646-855-6843
Adam Gadsby	adam.gadsby@bofa.com
Telephone:	818-225-6541
Nick Stimola	nicholas.stimola@bofa.com
Telephone:	646-855-3246

First Financial Network, Inc. Contacts:

Merrie Duncan	mduncan@ffncorp.com
Telephone:	405-595-3399
Todd Pannell	tpannell@ffncorp.com
Telephone:	405-595-3320

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
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KEY DATES (SUBJECT TO CHANGE)

	National Pool	Community Impact Pool
Bid Mortgage Loan Population Determination Date:	February 29, 2024	February 29, 2024
Data Room Opens:	April 11, 2024	April 11, 2024
Pre-Access Qualification Period closes (deadline at 5:00 pm Eastern Time):	April 18, 2024	May 02, 2024
Bids due by 12:00 pm Eastern Time ("**Bid Due Date**"):	May 02, 2024	May 16, 2024
Finalist(s) notified:	May 03, 2024	May 17, 2024
Trade Date - Bid Terms Acknowledgment Letter executed:	May 06, 2024	May 20, 2024
Deposit Due Date:	May 07, 2024	June 03, 2024
Due Diligence Period:	May 07, 2024 to June 14, 2024	June 03, 2024 to July 13, 2024
Cut-Off Date:	May 31, 2024	June 30, 2024
Purchaser must provide final exclusion list by 10:00 am Eastern Time:	June 19, 2024	July 18, 2024
Exclusion list finalized:	June 19, 2024	July 18, 2024
Final Population Confirmed:	June 20, 2024	July 19, 2024
Execute Purchase Agreement:	June 24, 2024	July 23, 2024
Closing Date:	June 25, 2024	July 24, 2024
Servicing Transfer Date:	TBD	TBD

Time is of the essence with respect to the Key Dates set forth above.

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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EXHIBIT A

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement dated as of _____, 20__ (this "**Agreement**") is by and between Fannie Mae, a corporation organized under the law of the United States of America (the "**Seller**") and _____ (the "**Recipient**").

WHEREAS, the Seller is seeking bids for the sale and purchase of one or more pools of certain non-performing residential mortgage loans (the "**Mortgage Loans**") that it currently owns;

WHEREAS, BofA Securities, Inc. and First Financial Network, Inc. (each, an "**Advisor**" and collectively, the "**Advisors**"), will assist in the administration and execution of the bidding process and sale related to the Mortgage Loans; and

WHEREAS, the Seller will furnish the Recipient with certain Confidential Information (as defined below) relating to the Mortgage Loans for the purpose of the Recipient evaluating a potential purchase or the making of a potential loan to finance the purchase of some or all of the Mortgage Loans from the Seller (the "**Intended Purpose**").

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information:

(a) Definition. For purposes of this Agreement, "**Confidential Information**" shall mean and include all non-public, confidential or proprietary information relating to the Mortgage Loans, irrespective of its source or method of communication, provided to the Recipient by or on behalf of the Seller. Notwithstanding anything to the contrary herein, Confidential Information expressly includes, but is not limited to, borrower identifying information furnished to the Recipient by or on behalf of the Seller. Without limiting the foregoing, Confidential Information shall include: (i) any confidential and proprietary information or material belonging to the Seller of or to which the Recipient may obtain knowledge or access through or as a result of its use of Confidential Information; (ii) any notes, analyses, compilations, studies or other documents or records prepared by the Recipient or others which contain or reflect or are generated from Confidential Information supplied by or on behalf of the Seller or its representatives; and (iii) the process under which the Seller is conducting the sale of the Mortgage Loans.

(b) Intended Purpose; Standard of Care; No Duplication. The Recipient agrees not to use Confidential Information for any purpose other than the Intended Purpose. All Confidential Information will be held in confidence by the Recipient, which may not disclose Confidential Information to third parties or use Confidential Information except as expressly provided herein. The Recipient will, at a minimum, protect the Confidential Information in the same manner as it protects its own confidential or proprietary information. The Recipient will not duplicate any Confidential Information and will employ such procedures as reasonably necessary to control the copying and distribution of any Confidential Information.

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(c) Permitted Disclosures. The Recipient will not disclose or permit the disclosure of Confidential Information, except to its employees, affiliates, officers, agents, subcontractors (e.g., potential servicers of the Mortgage Loans, investment advisors, attorneys, financing sources or partners, and tax consultants) (each, a "**Representative**") solely to the extent that (i) such disclosure is reasonably necessary for the Intended Purpose and (ii) such disclosure is not prohibited by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40), the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. and the regulations issued thereunder, and any and all other applicable law or other statutory and regulatory requirements, as the same may be amended from time to time (collectively, the "**Privacy Laws**").

Notwithstanding the foregoing, the Recipient understands and agrees that the Seller shall be permitted to publicly announce certain terms of the bidding process and sale related to the Mortgage Loans, including the winning bidder, the pricing indication of the winning and "cover bid" or the approximate weighted average bid for all pools, attributes of the Mortgage Loans being sold, and key buyer/servicer eligibility and post-closing requirements. Additionally, the Recipient acknowledges and agrees that the Seller may disclose any information it receives from the Recipient to its representatives, Advisors or if requested or required by law, rules, regulations, governmental or regulatory authority. From and after the Closing Date, the Seller reserves the right to disclose the loan-level prices of the winning bid in connection with offerings of and periodic reporting related to mortgage-related securities and publication of loan level performance data.

(d) Required Disclosures. If the Recipient or any of its Representatives comes under a (i) legal obligation in any administrative or judicial circumstance or (ii) a regulatory requirement to disclose any Confidential Information other than as specified in Section 1(c), the Recipient will, if permitted by law, give the Seller prompt notice thereof so that the Seller may seek a protective order and/or waive the duty of nondisclosure. In the absence of such order or waiver, or if such notice to the Seller is not permitted by law, the Recipient or such Representative may disclose such Confidential Information solely to the extent of such legal obligation. In addition, the Recipient and its affiliates may disclose the Confidential Information or portions thereof at the request of a bank examiner or other regulatory authority in connection with an examination of the Recipient or its affiliates by a bank examiner or other regulatory authority.

(e) Third Parties; Borrower Contact. Notwithstanding anything herein to the contrary, (i) no Representative may disclose any Confidential Information to any third parties or persons, and (ii) none of the Recipient, any Representative nor any third person or party may directly or indirectly contact any borrower whose information is included in the Confidential Information; provided, however, that the limitation in this subsection (ii): (A) will not prevent the Recipient or any Representative from contacting any borrower in the ordinary course of such Recipient's or Representative's business, so long as such party's ordinary course of business is unrelated to the Intended Purpose and such party does not use or disclose any of the Confidential Information in such instance; and (B) does not apply to the Recipient in the event the Recipient becomes the owner of the Mortgage Loans.

(f) The Recipient Responsible for Representatives. The Recipient will inform all Representatives who receive Confidential Information of the confidential nature of such information and will advise such Representatives of their obligations to maintain the confidentiality of such Confidential Information in accordance with the terms of this Agreement and to use it only as permitted by this Agreement. The Recipient shall be held responsible for any breach of the duties imposed by this Agreement or any other breach of this Agreement, in each case whether by the Recipient or any of its Representatives.

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(g) Exceptions to Confidential Information. Notwithstanding anything to the contrary contained herein, the Recipient will not have any obligation with respect to any Confidential Information (including, but not limited to, ideas, concepts, "know-how" techniques and methodologies), or any portion thereof that the Recipient can establish by competent proof:

(i) is or becomes part of the public domain, through no wrongful act of the Recipient or of its Representatives;

(ii) is obtained by the Recipient from another person who is not known to the Recipient to be under an obligation to maintain the information as confidential;

(iii) was known prior to its disclosure to the Recipient; or

(iv) is independently developed by the Recipient or any Representative without reference to the Confidential Information;

provided, however, that the Recipient will not disclose or release any Borrower Information (as defined below) or any borrower non-public confidential information, as defined in the Privacy Laws, except to the extent permitted by paragraph 1(c)(ii) above.

2. Legal and Regulatory Requirements:

The Recipient will comply with all legal and regulatory requirements applicable to Confidential Information. Without limiting the foregoing:

(a) Protect Information. The Recipient will implement appropriate measures to (i) ensure the security and confidentiality of Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information, and (iii) protect against unauthorized access to or use of Confidential Information.

(b) Borrower Information. The Recipient acknowledges that the Seller has a responsibility to keep information about the Mortgage Loans, the related borrowers and their accounts ("**Borrower Information**") strictly confidential and in accordance with the Privacy Laws. In addition to the other requirements set forth in this Agreement regarding Confidential Information, Borrower Information shall also be subject to the additional restrictions set forth in this paragraph. The Recipient shall not disclose or use Borrower Information other than to carry out the Intended Purpose and as otherwise permitted by applicable law. The Recipient shall not disclose any Borrower Information other than on a "need to know" basis and then only (i) pursuant to the exceptions set forth in 15 U.S.C. 6802(e) and accompanying regulations, as the same may be amended from time to time, which disclosures are made in the ordinary course of business, or (ii) as permitted herein.

(c) Security Standards. The Recipient acknowledges that the Seller is required to comply with the information security standards required by the Privacy Laws as well as its internal information security program for information protection. The Recipient shall make reasonable efforts to assist the Seller and its agents to so comply and shall conform to its own policies for information protection. The Recipient further agrees promptly to advise the Seller in writing of any misappropriation, or unauthorized disclosure or use by any person of Confidential Information which may come to its attention and to take all steps reasonably requested by the Seller to limit, stop

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or otherwise remedy such misappropriation, or unauthorized disclosure or use. If the Privacy Laws impose a higher standard of confidentiality to the Confidential Information, such standard will prevail over the provisions of this Agreement.

(d) Security Breach. In the event the Recipient knows or reasonably believes that there has been any unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Confidential Information ("**Security Breach**"), the Recipient will: (i) immediately notify the Seller; (ii) promptly investigate, correct, mitigate or otherwise deal with the Security Breach at the Recipient's expense, including, without limitation, by identifying Confidential Information affected by the Security Breach and preventing the continuation and recurrence of the Security Breach; (iii) provide to the Seller and its designees all information and assistance needed to enable the Seller to provide timely notices disclosing a Security Breach as required by applicable law, including, without limitation, technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals; and (iv) without limiting any other rights or remedies that may be available to the Seller, reimburse the Seller for the expenses the Seller incurs as a result of the Security Breach, including, without limitation, any expenses the Seller incurs in investigating the Security Breach and notifying affected individuals. If both the Seller and the Recipient are legally required to notify affected individuals following a Security Breach, the Seller and the Recipient will discuss whether it would be appropriate and feasible to provide a single form of notice.

3. Return of Confidential Information:

Upon the Recipient's receipt of information that it is not a winning bidder, should the Recipient's bid be nullified, or should the Seller and the Recipient not otherwise consummate a sale of the Mortgage Loans to the Recipient, the Recipient shall promptly destroy or return to the Seller any materials or documents, including copies thereof, that contain Confidential Information with a written certification addressed to the Seller that all such information has been destroyed or is being returned, as applicable. Notwithstanding the foregoing:

(a) The Recipient may retain one or more copies of any Confidential Information to the extent necessary for legal or regulatory compliance (or compliance with the Recipient's internal policies and procedures designed to ensure legal or regulatory compliance); and

(b) The Recipient need not return or destroy any notes, analyses, compilations, studies or other documents or records prepared by the Recipient or others that do not contain, include or reflect any Confidential Information.

(c) Any Confidential Information retained by the Recipient in accordance with subsections (a) and (b) shall remain subject to the terms of this Agreement and the Recipient shall remain bound by the terms of this Agreement with respect thereto for the term of this Agreement.

4. Notices:

All notices required or permitted hereunder to the Seller will be in writing and deemed to have been properly given: (a) upon personal delivery or by a courier or delivery service; or (b) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested, to the Seller at the following address:

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Fannie Mae
1100 15th Street NW
Washington, DC 20005
Attention: Mr. John O'Shaughnessy

With a copy to:
Fannie Mae
5600 Granite Pkwy
Plano, TX 75024
Attention: Mr. Albert Bryant

5. Miscellaneous:

(a) Damages; Governing Law. The Recipient agrees that the unauthorized disclosure or use of any Confidential Information may cause immediate or irreparable injury to the Seller and that the Seller may not be adequately compensated for such injury in monetary damages. The Recipient, therefore, acknowledges and agrees that, in such event, the Seller will be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use, and consents to the jurisdiction of any federal or state court of competent jurisdiction sitting in New York, New York for purposes of any suit hereunder and to service of process therein by certified or registered mail; *provided, however*, that any dispute or controversy arising hereunder involving the Recipient and the Seller be governed by and construed in accordance with the laws of the State of New York (including Section 5-1401 of the New York General Obligations Law) and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws without giving effect to conflict of laws principles other than Section 5-1401 of the New York General Obligations Law.

EACH OF THE RECIPIENT AND THE SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OR ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT.

(b) No Reliance on the Seller; No Fiduciary Duty. The Recipient acknowledges and agrees that it is not relying on the Seller for any legal, regulatory, tax, insurance, or accounting advice in any jurisdiction and the Recipient shall consult with its own advisors concerning any such advice. The Recipient further acknowledges and agrees that in connection with all aspects of this Agreement, the Recipient and its affiliates have arm's-length business relationships with the Seller that create no fiduciary duty on the part of the Seller, and the Recipient expressly disclaims any fiduciary relationship. The Recipient shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Seller shall have no responsibility or liability to the Recipient or its affiliates with respect thereto.

(c) Term. The obligations of the parties hereunder shall terminate two (2) years following the date of this Agreement or upon the execution and delivery by the parties hereto of a definitive agreement; provided, however, that, at all times, whether before or after the termination of the Recipient's other obligations hereunder, the Recipient will maintain Borrower Information and borrower non-public confidential information, as defined in the Privacy Laws in accordance with the restrictions imposed by the Privacy Laws as if the Privacy Laws were

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directly applicable to the Recipient with respect to such Borrower Information and borrower non-public confidential information.

(d) Not an Offer; No Obligation. The Recipient acknowledges and agrees that neither the Confidential Information nor this Agreement constitutes an offer to purchase or offer to sell or solicitation of an offer to purchase or an offer to sell any security or to participate in any transaction or trading strategy. Notwithstanding the execution and delivery of this Agreement, the Seller shall have no obligation to the Recipient to participate in any transaction or to provide the Recipient, any transferee of any Mortgage Loans, or any other person or entity with Confidential Information, and the Seller reserves their rights to deny access to the Confidential Information to the Recipient, or any other person or entity, in each case, within the sole and absolute discretion of the Seller.

(e) Tax Disclosure Permitted. Notwithstanding anything herein to the contrary, any party subject to confidentiality obligations hereunder or under any other related document (and any of employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment or tax structure.

(f) Advisors Not Third Parties. As relates to the Confidential Information and the Purpose, the Advisors shall be deemed to be acting on behalf of the Seller for purposes of this Agreement and shall not be deemed to be third parties, and the Recipient may share, exchange or discuss Confidential Information with the Advisors to the same extent as the Recipient may do with the Seller hereunder.

(g) Entire Agreement; Supersedes Other Agreements. This Agreement represents the entire agreement between the Recipient and the Seller relating to the treatment of the Confidential Information related to the intended Purpose. This Agreement supersedes all other agreements relating to the Confidential Information which have previously been executed by the Recipient in favor of the Seller or any other party.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, each party has executed this Confidentiality Agreement effective as of the date hereof.

SELLER:

Fannie Mae

By: _____
Name: _____
Title: _____

[Signatures continue on the following page]

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[RECIPENT]

_____, a _____

By: _____
Name: _____
Title: _____
Date: _____

Address:

_____
_____
_____

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EXHIBIT B-1

BIDDER QUALIFICATION STATEMENT

(LONG FORM)

The Federal National Mortgage Association ("**Fannie Mae**") is offering, through a competitive auction, one (1) pool (the "**National Pool**") and one (1) Community Impact Pool (the "**Community Impact Pool**") (the Community Impact Pool together with the National Pool, collectively, the "**Offered Pools**"), of non-performing single family mortgage loans and related servicing rights (the "**Mortgage Loans**") that it currently owns (such transaction, the "**Sale**").

The undersigned prospective bidder ("**Bidder**") understands and acknowledges that, before it can register for, or make an offer to bid for the Sale, Bidder (whether an individual or an entity) must meet the requirements described below as evidenced by execution of this Bidder Qualification Statement (the "**Qualification Statement**"). The information requested herein is being requested for the purpose of providing Fannie Mae with information needed to determine whether Bidder meets the qualification requirements to bid for the Sale.

Bidder understands that all information submitted is for the use of Fannie Mae, and its employees, counsel and agents. Bidder further understands that a background check will be conducted on any person or entity that has a 10% or greater ownership interest in Bidder, provided that this definition is not intended to include public shareholders of Bidder (each such person or entity, a "**Significant Owner**"), and on any person or entity that signs or authorizes documentation, requests access to the data room, or is otherwise involved in the process of reviewing or bidding on the Offering as identified in this Qualification Statement and using the information provided herein. Bidder understands that Fannie Mae will not provide the results of such background check or documentation to Bidder and that Bidder waives the right, if any, to review such results or documentation.

This Qualification Statement is not a binding contract of sale. Providing the requested information is voluntary; however, failure to furnish all of the requested information may result in the prospective purchaser not being permitted to bid for the Sale. Bidder represents that all information provided herein is true and correct.

The proposed sale of the Mortgage Loans is not intended to constitute the sale of a "security" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or any applicable federal or state securities law. No inference that the Mortgage Loans is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by Bidder in this Qualification Statement for purposes of qualifying Bidder as a qualified bidder for the Sale. It is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Blue Sky or securities laws of any jurisdiction.

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Section 1. General Information Regarding Bidder

A. Complete legal name: _____

B. Tax Identification Number: _____

C. Street address of executive offices (no PO Boxes): _____

_____

D. Corporate or Other Entity Type and Jurisdiction of Organization (if applicable):

_____

E. Phone: _____

F. Email Address: _____

G. Please describe Bidder's primary business line (e.g., commercial bank, mortgage servicer, bank financial services company, etc.):

_____

H. Is Bidder publicly traded? **YES** ☐ **NO** ☐

I. Is Bidder a Regulated Company (as described in Section 5(2))? **YES** ☐ **NO** ☐

J. Is Bidder, or, for this Sale, is Bidder associated with, or organized by an entity, certified as a minority or woman-owned business enterprise (M/WBE)? **YES** ☐ **NO** ☐

K. Is Bidder, or, for this Sale, is Bidder associated with, or organized by an entity which is, a non-profit organization or a government entity? **YES** ☐ **NO** ☐

L. Will Bidder rely on a financing partner to close the transaction? **YES** ☐ **NO** ☐

If "YES," please supply Exhibit D and:

(i) Will Bidder's bid be contingent on this financing? **YES** ☐ **NO** ☐

(ii) Does Bidder have an arrangement already in place with its financing partner that will allow Bidder readily to access the funds for settlement of this transaction? **YES** ☐ **NO** ☐

M. Attached hereto as Exhibit A is a true and correct copy of an officer's certificate of Bidder, authorizing Bidder's authority to enter into the Sale and including incumbency certifications. The officer signing the NDA and this Qualification Statement must be listed on the incumbency certificate.

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N. Attached hereto as Exhibit B, are (i) true and correct copies of Bidder's relevant formation documents with the certificate proving they were filed in the relevant state or country (e.g., for a corporation, articles of incorporation; for an LLC or limited partnership, certificate of formation; for a trust, certificate of trust or formation) and (ii) evidence that the entity is in good standing from the relevant jurisdiction.

O. Attached hereto as Exhibit C, is a list of the names and current residential city, state and zip code of (i) all Significant Owners of the Bidder and (ii) those requiring access to the data room.

P. Attached hereto as Exhibit D, is a list of all other entities Bidder will rely on to meet the terms of closing. This includes any parents, subsidiaries, principals, advisors, master funds, or banks that will provide financing or cash towards the purchase of the loans. This exhibit does not need to be completed for the servicer unless they are providing funds towards the purchase.

Section 2. Proof of Funds

Bidder must provide evidence that it has available funds in the amount of at least 10% of the principal balance of the pool(s) to be bid, such evidence to include (i) bank statements, (ii) current financials or most recent audited financial statements of Bidder or any Related Entity (as defined below), each certified by an authorized representative to be true, correct and complete, or (iii) such other evidence as Fannie Mae deems acceptable, each with a signed commitment letter. Only proof of available funds will be accepted; proof of available financing is unacceptable.

For purposes of this Qualification Statement, the following entities are a "**Related Entity**" of Bidder: (i) Bidder's direct parent, (ii) Bidder's subsidiaries, (iii) any other entity which shares a common officer or director with Bidder and has authority or control over the bid in connection with this offering, or (iv) a Significant Owner of Bidder.

Section 3. Servicer Eligibility

Bidder must complete Exhibit E for the servicer it will use to service the Mortgage Loans if the servicer has not been approved in the current calendar year. If uncertain at this time which servicer it will use, Bidder must complete this form for all servicers being considered if the servicer has not been approved in the current calendar year.

Name of Servicer: _____

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Section 4. Contact Persons at Bidder

A. Person to contact regarding the bid:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

B. Person to contact regarding the Sale transaction documents:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

C. Person to contact regarding on-going obligations of the Sale, such as reporting:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

D. Person to contact regarding the servicer:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

Section 5. Bidder Qualification.

Bidder understands that, if it is determined to be a qualified bidder for the Sale, its status as such does not necessarily mean that it will be a qualified bidder for any other Mortgage Loans or assets offered in any other sale by Fannie Mae. Bidder also understands that its status as a qualified bidder for any other sale does not necessarily mean that it will be a qualified bidder for the Sale.

ONLY THE NAMED PROSPECTIVE BIDDER IN THIS QUALIFICATION STATEMENT, IF QUALIFIED, WILL BE ALLOWED TO BID FOR THE SALE. Upon award as a successful bidder, Bidder may form a special purpose entity to take ownership of the Mortgage Loans at settlement (the "**SPE Acquisition Vehicle**"). However, Bidder will remain the counterparty with Fannie Mae upon the closing of the Sale. Any

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significant equity owners of the SPE Acquisition Vehicle must either be a qualified bidder or have satisfied any requirements Fannie Mae may establish for such SPE Acquisition Vehicles prior to the settlement date.

Each Bidder bidding on the Offered Pools hereby certifies, represents and warrants that it satisfies one or more of the following qualifying statements 1 through 4. Bidder must check one or more of the following qualifying statements 1 through 4 in order to qualify as a qualified bidder for, and bid in, the Sales. **(CHECK ALL THAT ARE APPROPRIATE):**

(_____) 1. Bidder is a corporation, partnership, limited liability company, or business trust with a net worth in excess of $10,000,000 determined in accordance with Generally Accepted Accounting Principles, consistently applied ("**GAAP**"), and was not formed for the specific purpose of acquiring an interest in the Mortgage Loans.
(_____) 2. Bidder is a bank (as defined in Section 3(a) (2) of the Securities Act), savings and loan association or other institution (as defined in Section 3(a) (5) (A) of the Securities Act), insurance company (as defined in Section 2(a) (13) of the Securities Act), investment company registered under or business development company as defined in the Investment Company Act of 1940, as amended, or a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), in each case with a net worth in excess of $10,000,000 determined in accordance with GAAP.
(_____) 3. Bidder is a statutory trust, with a net worth in excess of $10,000,000 determined in accordance with GAAP, not formed for the specific purpose of acquiring the Mortgage Loans, whose investment decisions are directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of purchasing the Mortgage Loans offered for sale at the Sale.
(_____) 4. Bidder is a business entity whose equity owners are entities or individuals that in combination have a net worth in excess of $10,000,000.

Each Bidder bidding on the Community Impact Pool only, hereby certifies, represents and warrants that it satisfies one or more of the following qualifying statements 1 through 4. Bidder must check one or more of the following qualifying statements 1 through 4 in order to qualify as a qualified bidder for, and bid in, the Sales. **(CHECK ALL THAT ARE APPROPRIATE)**:

(_____) 1. Bidder is a corporation, partnership, limited liability company, or business trust with a net worth in excess of $5,000,000 determined in accordance with Generally Accepted Accounting Principles, consistently applied ("**GAAP**"), and was not formed for the specific purpose of acquiring an interest in the Mortgage Loans.
(_____) 2. Bidder is a bank (as defined in Section 3(a) (2) of the Securities Act), savings and loan association or other institution (as defined in Section 3(a) (5) (A) of the Securities Act), insurance company (as defined in Section 2(a) (13) of the Securities Act), investment company registered under or business development company as defined in the Investment Company Act of 1940, as amended, or a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), in each case with a net worth in excess of $5,000,000 determined in accordance with GAAP.
(_____) 3. Bidder is a statutory trust, with a net worth in excess of $5,000,000 determined in accordance with GAAP, not formed for the specific purpose of acquiring the Mortgage Loans, whose investment decisions are directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of purchasing the Mortgage Loans offered for sale at the Sale.

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(_____) 4. Bidder is a business entity whose equity owners are entities or individuals that in combination have a net worth in excess of $5,000,000.

Section 6. Representations and Warranties of Bidder.

By executing this Qualification Statement, Bidder certifies, represents and warrants that EACH of following statements is true and correct as to such Bidder.

A. Bidder is an entity that (A) either (i) is in the business of buying, originating or selling mortgage loans of the same type as the Mortgage Loans or (ii) otherwise deals in mortgage loans identical or similar to the Mortgage Loans in the ordinary course of such Bidder's business, and (B) holds (or the entity to which it will assign the Mortgage Loans holds) such state licenses (or is exempt from such state licensing requirements), permits, registrations, or approvals that may be necessary to purchase and hold the Mortgage Loans.

B. Bidder has such knowledge and experience in the origination, sale and/or purchase of performing and nonperforming or distressed mortgage loans, as well as knowledge and experience, by itself or with its advisers, in other financial and business matters, as to enable Bidder to utilize the information made available in connection with the Sale to evaluate the merits and risks of a prospective acquisition of the Mortgage Loans and to make an informed decision with respect thereto. The Mortgage Loans would be a suitable investment for Bidder.

C. The officer(s) of Bidder identified in Exhibit A have a minimum of 5 years of experience managing residential mortgage assets.

D. Bidder acknowledges, understands and is able to bear the economic risks associated with the acquisition and ownership of the Mortgage Loans, including, without limitation, the risk of a total loss of Bidder's investment in the Mortgage Loans.

E. Bidder acknowledges and agrees that information, including summary data, will be made available to assist Bidder in evaluating the risks involved in acquiring the Mortgage Loans and whether or not it chooses to review any information that is made available to it, Bidder has the ability and shall be responsible for making its own independent investigation and evaluation of the Mortgage Loans and the economic, credit or other risks involved in an acquisition of the Mortgage Loans, including, without limitation, the restrictions on resale or other liquidation upon any of the Mortgage Loans.

F. Bidder acknowledges and agrees that (i) the proposed sale of the Mortgage Loans is not intended to constitute the sale of a "security" within the meaning of the Securities Act or any applicable federal or state securities laws, (ii) no inference that the Mortgage Loans is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by Bidder in this Qualification Statement for purposes of qualifying Bidder as a qualified bidder for the Sale, (iii) it is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Blue Sky or securities laws of any jurisdiction.

G. Bidder represents and warrants that (i) it, or its Significant Owners and persons with authority or control or such Significant Owners, (ii) any Related Entities or Significant Owners and persons with authority or control of such Related Entities, or (iii) any M/WBE or neighborhood advocacy organization with which Bidder is associated, or by which Bidder is organized, in connection with the Sale, are **NOT** any of the following:

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(i) an individual or entity that is currently debarred, suspended, or excluded from doing business with Fannie Mae;

(ii) an individual or entity that is currently suspended, debarred, or otherwise restricted by a department or agency of the federal government or of a state government;

(iii) an individual or entity that is currently debarred, suspended, or excluded from doing mortgage related business, including having a business license suspended, surrendered, or revoked by any federal, state or local government agency and no proceedings relating to any such actions have been commenced; or

(iv) an individual or entity that is (i) currently charged or (ii) has been convicted (within the past ten (10) years) by any federal, state or local government agency, regulatory organization or licensing agency of engaging in any professional conduct involving dishonesty, fraud or deceit.

H. Bidder represents and warrants that it has full authority to deliver this Qualification Statement and that the individual executing this Qualification Statement has full authority to do so on behalf of Bidder and all principals thereof. Bidder represents and warrants that all signatures it applies to this or any other document related to a transaction with Fannie Mae, including electronic signatures, will be valid and enforceable under federal and state law.

I. Within the past ten (10) years, neither Bidder, nor any Significant Owner of, or person or entity controlling, Bidder, (i) has had entered against it an order for relief under the United States Bankruptcy Code, as amended, or under any other law relating to bankruptcy, insolvency or reorganization or relief of creditors, (ii) has failed to pay, or admitted in writing its inability to pay, its debts generally as they become due, (iii) has made a general assignment for the benefit of its creditors, (iv) has had appointed, or applied for, sought, consented to, or acquiesced in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its assets or properties, (v) has instituted any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or failed to file an answer or other pleading (within the time frame by which such answer or other pleading is due) denying the material allegations of any such proceeding filed against it, or (vi) has taken any corporate, partnership or similar (as applicable) action to authorize any matter described in any of clauses (i) through (v) of this paragraph.

J. Bidder represents and warrants that to the best of its knowledge it has complied with all applicable legal and regulatory requirements with respect to its source of capital for this Sale.

K. Bidder (1) represents that it is solely responsible for meeting conditions of closing as outlined in the transaction documents, or (2) represents that the entities listed in Exhibit D are all the entities on which it will rely to meet such conditions.

L. Bidder represents and warrants that it is not a direct or indirect holder or group (as defined in Sections 13(d) and 14(d) of the Exchange Act) of holders of 10% or more of any class of capital stock of Fannie Mae and that Bidder and its principals are not employed by Fannie Mae.

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M. Bidder understands that the above certifications, representations, and warranties are made for the purpose of qualifying Bidder as a qualified bidder for the Sale.

N. Bidder hereby represents that the above certifications and all information provided in or pursuant to this Qualification Statement are true and correct in all material respects as of the date hereof and will be true and correct in all material respects as of the time of Sale, and understands that Fannie Mae is relying upon the truthfulness and correctness of such statements.

Section 7. Bidder Acknowledgments and Agreements; Additional Requirements of and Conditions to the Sale.

By executing this Qualification Statement, Bidder acknowledges and agrees that the sale of the Mortgage Loans is subject to EACH of following conditions and requirements and that, as applicable, it shall cause its servicer to service the Mortgage Loans in accordance with these conditions and requirements.

A. Bidder acknowledges and agrees that if awarded the Sale, Bidder will cause the Mortgage Loans to be serviced (i) in accordance with applicable law and regulations, including regulations of the Consumer Financial Protection Bureau, by a servicer that has completed Section 3 of this form (including completion by the prospective servicer of Exhibit E); and (ii) in accordance with the Mortgage Loan Purchase and Sale Agreement that it will execute with Fannie Mae.

B. Bidder acknowledges and agrees that Fannie Mae has the right to request additional or updated information at any time, including, without limitation, financial statements and/or confirmation of the representations, warranties and certifications made herein. Bidder authorizes, and has the authority to authorize, Fannie Mae and its agents to conduct credit and other investigations of Bidder through appropriate third-party reporting agencies.

C. Bidder further acknowledges and agrees that Fannie Mae may, in its sole discretion, refuse to qualify any prospective bidder who, in its sole judgment, does not have the requisite knowledge and experience to evaluate the merits and risks of purchasing and to make an informed decision with respect to the purchase of the Mortgage Loans.

D. Bidder acknowledges and agrees that the borrowers of the Mortgage Loans are already in various stages of loss mitigation, including modification, other foreclosure alternatives, or foreclosure. Bidder acknowledges and agrees that if awarded the Sale, the Initial Servicer (as defined below) and Subsequent Servicer (as defined below) must therefore:

(i) Honor the terms of any foreclosure alternatives that have been offered to the borrower, but have not expired or been rejected, including but not limited to modifications and trial period plans;

(ii) Perform obligations to complete applications for foreclosure alternatives or evaluate complete applications in process at the time of sale;

(iii) Inform all borrowers of applicable waterfall of resolution alternatives described below and proceed with (a) the application of the waterfall based on borrower response and (b) offering the borrower the foreclosure alternative(s) for which they are eligible;

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E. Bidder acknowledges and agrees that it is required to identify its servicing partners at the time of bidder qualification and must complete or have completed a servicing questionnaire to demonstrate a record of successful resolution of loans through alternatives to foreclosure. Bidder acknowledges and agrees that these alternatives must include a waterfall of resolution tactics, including modification, short sale, and deed in lieu, with foreclosure as the last option in the waterfall. Bidder acknowledges and agrees that the waterfall may consider net present value to the investor. Bidder acknowledges and agrees that when Bidder transfers servicing, the transferee servicer (the "**Initial Servicer**") must be approved by and in good standing with Fannie Mae, Freddie Mac, Ginnie Mae, or the Federal Housing Administration.

F. With respect to all loans, except for Permissible Exclusions (as defined below), the Initial Servicer (and, if applicable, the Subsequent Servicer) must:

(i) Evaluate all loans with a post-capitalized MTMLTV ratio less than or equal to 115% at the time of evaluation for a proprietary modification that provides a benefit to the borrower and has the potential to be sustained by the borrower over the life of the modification, and solicit those borrowers who are eligible; and

(ii) Evaluate all loans with a post-capitalized MTMLTV ratio greater than 115% at the time of the evaluation for a proprietary modification that provides a benefit to the borrower, has the potential to be sustained by the borrower over the life of the modification, and includes principal forgiveness and/or arrearage forgiveness, and solicit those borrowers who are eligible.

G. Bidder acknowledges and agrees that to the extent a proprietary modification includes an interest rate that adjusts over the term of the modification:

(i) The initial modified interest rate must be fixed for a period of at least five (5) years from the effective date of the modification;

(ii) The interest rate must not increase more than one percent (1%) per year after the first five (5) years from the effective date of the modification; and

(iii) The final modified interest rate must not exceed the greater of (a) the pre-modification interest rate or (b) the 30-year Primary Mortgage Market Survey rate published by Freddie Mac as of the effective date of the modification agreement.

H. Bidder acknowledges and agrees that to the extent the proprietary modification includes an interest-only payment feature, it must only apply to an initial period and must be applied as the final step in the modification waterfall for Mortgage Loans that would not otherwise qualify for a proprietary modification.

I. Bidder acknowledges and agrees that solicitation is required for all transferred Mortgage Loans; however, the Initial Servicer may be prohibited by the Bidder from engaging in solicitation in either or both of the following cases (each a "**Permissible Exclusion**"):

(i) Mortgage Loans that have a foreclosure sale date within 60 days at time of servicing transfer in a judicial state and 30 days in a non-judicial state; and

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(ii) Vacant or condemned properties as determined by a Broker Price Opinion report at the time of sale.

J. Bidder acknowledges and agrees that in connection with the Initial Servicer's evaluation or offering of a proprietary modification, the Initial Servicer may not charge any application, administrative, modification processing or similar fee. Bidder acknowledges and agrees that the Initial Servicer may not require the borrower to prepay any amount of the mortgage debt before conducting a modification evaluation or as a condition precedent to receiving a trial period plan or modification offer.

K. Bidder acknowledges and agrees (and shall cause the Initial Servicer to agree) that with respect to any transferred Mortgage Loan secured by a property that is vacant or condemned, that the Initial Servicer may not constructively or actually abandon the lien on the property securing the Mortgage Loan. The Bidder acknowledges and agrees (and shall cause the Initial Servicer to agree) that the Initial Servicer must resolve the delinquency through a foreclosure alternative, foreclosure, or a loan donation or loan sale, as appropriate, which may be to a non-profit or government entity.

L. Bidder agrees that it will adhere to the following requirements for each mortgage loan sold by Fannie Mae in an NPL transaction in the following manner, and it will require its Initial Servicer and any Subsequent Servicer to adhere to these requirements for each such loan:

(i) Bidder, Initial Servicer and any Subsequent Servicer must service, or, in the case of the Bidder, must cause each loan to be serviced, in a manner that is consistent with any requirements that would apply under federal law if the loan was still owned or securitized by Fannie Mae. This includes Section 4022 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "**CARES Act**"), any subsequent federal legislation that amends, supplements or replaces the CARES Act, or any federal law or regulation that imposes similar servicing requirements on single- family mortgage loans that are owned or securitized by Fannie Mae.

(ii) Bidder, Initial Servicer, and any Subsequent Servicer must adhere, or in the case of the Bidder, must cause adherence, to any foreclosure or eviction moratorium that may be imposed by the Federal Housing Finance Agency or by federal legislation applicable to single-family mortgage loans that are owned or securitized by Fannie Mae.

(iii) Encourage, or in the case of the Bidder, cause encouragement of, sale to buyers who intend to occupy the property as their primary residence and non-profits for properties in Real Estate Owned (REO) status. The Bidder, Initial Servicer, and any Subsequent Servicer must market, or in the case of the Bidder, must cause the marketing of, any Mortgage Loan that becomes an REO property for at least thirty (30) days from the date that the property is listed on MLS to give buyers who intend to occupy the property as their primary residence and non-profits an opportunity to purchase the property during this period. Bidder, Initial Servicer, and Subsequent Servicer may only sell to buyers intending to occupy the properties as their primary residence and non-profit REO buyers during this thirty (30) day period. Buyers who intend to occupy the property as their primary residence will be required to sign an affidavit confirming their intent to occupy the property; and

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(iv) Not enter into any contract for deed, installment contract, or lease with option to purchase agreement or similar agreement that provides for a REO property purchaser or tenant to pay the REO property seller in installments for a deed or right to a deed to the REO property (a "**Contract for Deed**"), unless the tenant or purchaser, as the case may be, is a non-profit organization. This requirement shall also apply to any entity purchasing the mortgage loans or any REO from the Bidder, the Initial Servicer, and any Subsequent Servicer.

M. Bidder acknowledges and agrees that Bidder will be required to report (or cause the Initial Servicer to report) loan resolution results and borrower outcomes to Fannie Mae for four (4) years after the Closing Date for the sale of the Mortgage Loans, except for certain re-performing Mortgage Loans as described below. Bidder acknowledges and agrees that Bidder will provide (or will cause the Initial Servicer to provide) the reports at least every calendar quarter, with the first report due at the end of the first calendar quarter that is six (6) months following the Closing Date, with respect to the data fields attached hereto as Appendix A, which may be amended as necessary. Bidder acknowledges and agrees, and shall cause the Initial Servicer in the Servicing Agreement to acknowledge and agree, that Fannie Mae may disclose pool level outcomes to the Federal Housing Finance Agency, which, in turn, may publicly disclose pool level outcomes.

N. Bidder acknowledges and agrees that Bidder is free to sell the Mortgage Loans or, subject to the requirements above, transfer servicing at any time, and in each case subject to certain terms and conditions set forth in the Mortgage Loan Purchase and Sale Agreement.

O. Bidder acknowledges and agrees that in connection with any subsequent transfer of servicing to a new servicer (each, a "**Subsequent Servicer**") the following conditions must be included in the Subsequent Servicer's servicing contract:

(i) Subsequent Servicer must comply with the same requirements applicable to the Initial Servicer as set forth above, including entering into an Assignment and Assumption Agreement to the extent permitted or required by the Department of the Treasury under its Making Home Affordable Program. The Subsequent Servicer must also provide reporting consistent with that required in Paragraph M above directly to Fannie Mae or Bidder, which will then provide reporting to Fannie Mae, for a period of four (4) years from the Closing Date of Fannie Mae's sale of the Mortgage Loans;

(ii) The Subsequent Servicer will not be required to report on a re-performing Mortgage Loan if the Mortgage Loan was current for the last six (6) months and at least twelve (12) months have elapsed since its modification date or self-cure date, including time held by the Initial Servicer. Subsequent transfers of re-performing Mortgage Loans that do not meet these criteria will continue to be subject to the same reporting requirements as subsequent Mortgage Loan transfers of servicing stated above. If a re-performing Mortgage Loan met these criteria, the Subsequent Servicer shall not be required to report on the Mortgage Loan even if the Mortgage Loan becomes delinquent at some point in the future.

P. Bidder acknowledges and agrees that in addition to any other remedy available to Fannie Mae, any violation of this agreement may result in Fannie Mae refusing to allow the Bidder or its affiliates to participate in any subsequent NPL or RPL Sale.

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Bidder hereby certifies that to the best of Bidder's knowledge all the information stated in, and provided pursuant to this Qualification Statement, is true, accurate, and complete. Submission of false information in connection with this Qualification Statement is grounds for rejecting your bid or invalidating the Sale documents.

Bidder acknowledges that Fannie Mae may revoke Bidder's bid, without the return of any deposit, if it is discovered that Bidder has made any fraudulent or untrue statements in this form.

Bidder acknowledges that Fannie Mae considers the information Bidder provides on or pursuant to this form and at any point in time during the bidding process to be confidential information of Fannie Mae.

[SIGNATURE BEGINS ON THE FOLLOWING PAGE]

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By: _____
Signature

Printed Name: _____

Name of Company: _____

Title: _____

Date: _____

City/State/Zip (Personal Residence of Signatory): _____

_____

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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EXHIBIT A

OFFICER'S INCUMBENCY CERTIFICATE

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EXHIBIT B

BIDDER'S FORMATION DOCUMENTS AND EVIDENCE OF GOOD STANDING

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EXHIBIT C

LISTS OF SIGNIFICANT OWNERS OF BIDDER/INDIVIDUALS REQUIRING ACCESS TO DATA ROOM

SIGNIFICANT OWNERS OF BIDDER

Provide the following information for all principals owning interest of 10% or more of Bidder:

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

INDIVIDUALS REQUIRING ACCESS TO DATA ROOM

Name:_____ Email: _____
City, State and Zip of Residence: _____

Name:_____ Email: _____
City, State and Zip of Residence: _____

Name:_____ Email: _____
City, State and Zip of Residence: _____

Name:_____ Email: _____
City, State and Zip of Residence: _____
*add additional sheets as necessary

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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EXHIBIT D

LIST OF ENTITIES ON WHICH BIDDER RELIES

Provide the following information for all entities on which Bidder will rely to meet conditions of closing as outlined in the transaction documents:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Tax Identification Number (corporations only): _____

Residential City, State and Zip Code (individuals only): _____

_____

Nature of Business Relationship with Prospective Bidder: _____

_____

Specific conditions of this transaction this entity will help meet: _____

_____

Details of any arrangement to share ownership of Mortgage Loans: _____

_____

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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Fannie Mae

EXHIBIT E

SERVICER DILIGENCE QUESTIONNAIRE

BIDDER LEGAL ENTITY NAME		POOL BEING BID UPON	
SERVICER LEGAL ENTITY NAME		DATE	

SUBJECT TO THE TERMS OF THE OFFERING MEMORANDUM ALL PROSPECTIVE BIDDERS MUST HAVE THEIR SERVICER(S) COMPLETE THIS ENTIRE QUESTIONNAIRE ELECTRONICALLY BY TYPING INTO THE PROVIDED FORM FIELDS. THE QUESTIONNAIRE MUST BE COMPLETED ELECTRONICALLY, AND SAVED AS A PDF. FAILURE TO COMPLETE THE FORM ELECTRONICALLY WILL RESULT IN REJECTION OF THE FORM, AND FURTHER PROCESSING DELAYS.

DATE LAST QUESTIONNAIRE SUBMITTED	
ARE THERE CURRENTLY ANY OUTSTANDING PENDING TRANSACTIONS?	

SERVICER MUST COMPLETE ALL SECTIONS BELOW

TO BE CONSIDERED COMPLETE, THE SERVICER REPRESENTATIVE CONTACT INFORMATION MUST BE COMPLETED AND FORM SIGNED.

CAPABILITIES

1. IS YOUR FIRM AN APPROVED SELLER (ORIGINATOR) / SERVICER BY THE FOLLOWING:

INVESTOR	FNMA SELLER SERVICER #	# YEARS SERVICED	SELLER (ORIGINATOR)? (Y/N)	SERVICER? (Y/N)	SUBSERVICER? (Y/N)	COMMENTS
FHLMC						
FNMA						
GNMA						
FHA						
VA						
RURAL HOUSING						
HAMP – SPA						
HAMP – GSE						

1A.	DOES YOUR FIRM SERVICE LOANS IN ALL 50 STATES, YES OR NO?	
1B.	DO YOU HOLD REQUIRED LOCAL, STATE, AND FEDERAL LICENSES AS REQUIRED TO SERVICE THE LOANS, YES OR NO?	

IF NO, LIST UNSERVICEABLE STATES

2. CURRENT SERVICING VOLUME

2A. PRIMARY SERVICING (OWNED MSRs):

INVESTOR BREAKDOWN	LOAN COUNT	UPB	DELINQUENCY RATE	COMMENTS
FHLMC				
FNMA				
GNMA				
FHA				
VA				
RURAL HOUSING				
HAMP – SPA				
HAMP – GSE				
OTHER - PLEASE DESCRIBE				
TOTAL				

ARE THERE ANY PENDING TRANSACTIONS THAT COULD IMPACT THE INFORMATION PROVIDED ABOVE?

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

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2B. SUBSERVICING:

INVESTOR BREAKDOWN	LOAN COUNT	UPB	DELINQUENCY RATE	COMMENTS
FHLMC				
FNMA				
GNMA				
FHA				
VA				
RURAL HOUSING				
HAMP – SPA				
HAMP – GSE				
OTHER - PLEASE DESCRIBE				
TOTAL				

ARE THERE ANY PENDING TRANSACTIONS THAT COULD IMPACT THE INFORMATION PROVIDED ABOVE?

2C. PLEASE NAME THE SERVICING PLATFORM/SYSTEM CURRENTLY USED:

2D. ANY LITIGATION PENDING WITH REGULATORS CURRENLTY, YES OR NO?
IF YES, PLEASE DESCRIBE BELOW:

2E. WHAT TYPE OF POST TRANSFER AUDITS ARE CONDUCTED TO CONFIRM ALL DATA WAS PROPERLY TRANSFERRED?

STAFFING & TRAINING

3. DESCRIBE THE FIRM'S OVERALL STAFFING BREAKDOWN

	PRIOR YEAR (AS OF 12/31/23)		CURRENT YEAR	
	DEFAULT	NON DEFAULT	DEFAULT	NON DEFAULT
TOTAL SERVICING PERSONNEL				
OPEN POSITIONS				
% EMPLOYEES < 1 YEAR TENURE				
AVG LENGTH INDUSTRY EXPERIENCE (MANAGERS)				
AVG COMPANY TENURE (MANAGERS)				
AVG COMPANY TENURE (NON MANAGERS)				
TURNOVER % TOTAL (ANNUALIZED)				

4. HOW MANY EMPLOYEES DOES THE FIRM EXPECT TO HIRE TO SUPPORT THIS PORTFOLIO? WHAT ARE THE EXPECTED TIMELINE AND SPACE PLANS?

NEW HIRES	COUNT	TIMELINE	LOCATION
OPEN POSITIONS			
% EMPLOYEES < 1 YEAR TENURE			

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ACQUISITION EXPERIENCE

5. DESCRIBE THE TWO LARGEST LOAN TRANSFERS YOUR FIRM COMPLETED RECENTLY:

TRANSFER 1	
LOAN COUNT	
PRODUCT	
PLATFORM	
DATE	
DELINQUENCY RATE (PRIOR TO TRANSFER)	

TRANSFER 2	
LOAN COUNT	
PRODUCT	
PLATFORM	
DATE	
DELINQUENCY RATE (PRIOR TO TRANSFER)	

ARE THERE ANY PENDING TRANSACTIONS THAT COULD IMPACT THE INFORMATION PROVIDED ABOVE?

CUSTOMER & VENDOR MANAGEMENT IMPACTS

6. IN THE TABLE BELOW, PROVIDE YOUR FIRM'S EXPERIENCE IN THE PAST TWO YEARS FOR THE FOLLOWING LOAN LEVEL ASSET MANAGEMENT DISPOSITION:

ASSET MANAGEMENT WATERFALL	LOAN COUNT	UPB	% OF PORTFOLIO > 90	COMMENTS
REINSTATEMENT OF BORROWER TO PERFORMING				
HAMP MODIFICATION – SPA				
HAMP MODIFICATION – GSE				
PROPRIETARY MODIFICATION				
HARP				
MARKET REFINANCE				
HARDEST HIT FUND				
SHORT SALE				
DEED-IN-LIEU				
FORECLOSURE				

7. PLEASE PROVIDE OR ATTACH A HIGH LEVEL DESCRIPTION OF YOUR FIRM'S LOSS MITIGATION PROCESS/WATERFALL, INCLUDING EARLIEST COLLECTION ACTIVITIES WITH BORROWERS.

8. PLEASE DETAIL ANY SPECIAL COLLECTION STRATEGIES SUCH AS OVERNIGHT MAIL DELIVERY, DOOR KNOCKS, ENHANCED SKIP TRACING, ETC.

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9.	HOW DOES YOUR FIRM ENSURE RECEIPT OF SUFFICIENT INFORMATION REGARDING LOANS IN ANY STATE OF LOSS MITIGATION AT THE TIME OF TRANSFER SUCH AS TRIAL OR PERMANENT MODIFICATIONS, SHORT SALE, DIL, FORECLOSURE, FORBEARANCE?

10.	DOES YOUR FIRM LEVERAGE SPECIAL SERVICING PRACTICES OR APPLY SPECIAL SERVICING PROGRAMS TO SPECIFIC GEOGRAPHIC AREAS THAT HAVE A HIGH PERCENTAGE OF DELINQUENT LOANS (180 + DAYS DELINQUENT), HIGH FORECLOSURE RATES, AND/OR HIGH VACANCY RATES? IF YES, CAN YOU EXPLAIN? HOW DO YOU SAFEGUARD BORROWERS IN THESE COMMUNITIES? PLEASE DESCRIBE ANY COLLABORATION WITH COMMUNITY AND BORROWER ADVOCACY GROUPS.

11.	WHAT SORT OF OVERSIGHT DO YOU HAVE IN PLACE FOR THE 3RD PARTY VENDORS TOUCHING YOUR LOANS (I.E. TAX CERTIFICATION, FLOOD, POSSIBLE COLLECTIONS, ETC.)?

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12.	**PLEASE SIGN BELOW. SERVICER HEREBY CERTIFIES THAT TO THE BEST OF SERVICER'S KNOWLEDGE, ALL THE INFORMATION STATED IN AND PROVIDED PURSUANT TO THIS SERVICER DILIGENCE QUESTIONNAIRE IS TRUE, ACCURATE AND COMPLETE.**

NAME OF SERVICER REPRESENTATIVE	SERVICER REPRESENTATIVE	PHONE NUMBER
SIGNATURE OF SERVICER REPRESENTATIVE	ADDRESS	EMAIL ADDRESS

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
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APPENDIX A | DATA DICTIONARY

#	CATEGORY	FIELD	POSSIBLE VALUE OR DESCRIPTION	EXAMPLE
1	Origination	Loan ID	Servicer's Loan ID. Will be the primary key*	24628288
2	Origination	Fannie Mae ID	Fannie Mae Loan ID	1714130162
3	At Loan Sale	Deal	Fannie Mae deal name of pool purchased	FNMA 2016-NPL3-2A
4	At Loan Sale	Deal Closing Date	Date of when NPL deal closed	7/25/2018
5	Loan Status	Quarter	Calendar quarter being reported	Q4 2016
6	Loan Status	Effective Date/Reporting Cutoff	Month of Data being reported	12/31/2015
7	At Loan Sale	New Servicer	Name of the new Servicer	Bayview
	Loan's Current Status. All the data below pertains to the current status of the loan. All modification information refers to modifications done since the sale of the loans:			
8	Loan Status	Loan Current Status	**Value:** Active Permanent Modification, Charge-off, Deed-in-Lieu, Delinquent: Modified Post NPL Sale, Delinquent: Never Modified Post NPL Sale, Foreclosure, In Foreclosure Process, In Trial Modification, Paid in Full, Repurchase, Self Cure, Short Cash Pay-off, Short Sale, Whole Loan Sale	Active Permanent Modification
9	Loan Status	Re-Performing Loan	A loan is considered re-performing if it was current for the last six (6) months and at least twelve (12) months have elapsed since its modification date or self-cure date. Yes or No	Yes
10	Loan Status	Mod Effective Date	If there was a trial mod, then Mod Effective Date = Trial Mod Start Date; If the loan was modified without a trial period, then the Mod Effective Date = Permanent Mod Date	1/1/1900
11	Loan Status	Post-Sale Trial Mod Flag	At the end of the reporting period, is the loan in a trial mod, Yes or No	No
12	Loan Status	Post-Sale Perm Mod Flag	Has the mod been 'officially' booked, Yes or No	Yes
13	Loan Status	Mod Date of Last Perm Mod	Date of Last Permanent Modification	1/1/1900
14	Loan Status	Number of Mods post the sale	Total Number of Permanent Modifications since the sale	1
15	Loan Status	BK Flag & Chapter	**Values**: 7, 11, 12, 13, BK Chapter Unknown, not in BK	7
16	Loan Status	Last Interest Payment Date	Date of Last Interest Payment	1/1/1900
17	Loan Status	Number of Months Delinquent	Number of Months the loan is delinquent	17
18	Loan Status	MBA Delinq Code	**Values**: C, 3, 6, 9, F, R, O	0
19	Loan Status	Lien Position	Initially based on the Lien Position as of Loan Sale, however if any changes are discovered the value needs to be updated	1
20	Loan Status	Payoff Date	Date the loan was liquidated	1/1/1900
21	Loan Status	Payoff Reason	**Values:** PIF, REO Sale, Foreclosure Sale, Repurchase, Short Cash Pay-off, Short Sale, Charge-Off, Whole Loan Sale	Short Sale
22	Loan Status	Foreclosure Disposition	**Values:** Third Party Sale, Active REO, REO Sold, REO Rental	Active REO
23	Loan Status	Deed-in-Lieu Date	Date Deed-in-Lieu Occurred	1/1/1900
24	Loan Status	Rented to Borrower	Yes or No, is the property being rented to the borrower?	No
25	Loan Status	Rent, if rented	**Values**: Use the bucket that applies 0; $1-$500; $501-$1000; $1,001-1,500; $1,501-2,000; $2,001-$2,500; $2,501-3,000; >.$3,000	$1,000-$1,500
26	Loan Status	Not in Active Servicing	Yes or No, is the borrower being worked for loss mitigation?	No
27	Res: Non-Liq	Current Balance (Actual)* includes forbearance	Current Balance with forbearance	$284,652.53
28	Res: Non-Liq	Interest Bearing Balance	Current Balance that is interest bearing	$220,000.00
29	Res: Non-Liq	Scheduled P&I (last known)	Current Scheduled P&I payment or, if liquidated, last known scheduled P&I payment	$919.46
	Modification Terms			
30	Res: Non-Liq	Mod Program	Type of Modification; HAMP, Shared Appreciation, Other	HAMP
31	Res: Non-Liq	Mod Type – Term/Rate Change	Was the term or the rate of the loan modified? If so, how? **Values:** Rate only, Term only, Rate & Term, No change	Rate & Term
32	Res: Non-Liq	Mod Type – Balance Change	Was the balance of the loan modified? If so, how? **Values**: Capitalization only, Forbearance only, Forgiveness only, Capitalization & Forbearance, Capitalization & Forgiveness, Forbearance & Forgiveness, Capitalization & Forbearance & Forgiveness, No change	Capitalization & Forbearance
33	Res: Non-Liq	Product Type (current)	**Values:** FIXED, ARM, STEP, GPM, BALLOON X/Y, X YR IO ARM, X YR IO FIXED	BALLOON 30/15
34	Res: Non-Liq	Amort Term (Current) - MOD DATE	Current Amortization Term for the loan	480
35	Res: Non-Liq	Maturity Date (Current) - MOD DATE	Current Maturity Date of the loan	1/1/1900
36	Res: Non-Liq	Initial Rate Period	If applicable, the number of months the Initial Rate is fixed post-modification	6
37	Res: Non-Liq	Initial IO Period	If applicable, the number of months an interest-only period applies	6
38	Res: Non-Liq	First Step Date (current note)	First Step Date	1/0/1900
39	Res: Non-Liq	Terminal Step Rate (current note)	Terminal Step Rate	1/0/1900
40	Res: Non-Liq	Number of Steps (current note)	Number of total Steps for step rate modification	0
41	Res: Non-Liq	Step Adjustment Frequency (current note)	Step Rate Adjustment Frequency	0
42	Res: Non-Liq	Step Size (current note)	Size of Step Rate	0
43	Res: Non-Liq	Current Interest Rate	Current Note Rate	4.00%
44	Res: Non-Liq	Current Front-end DTI @ Mod	Current Front-end DTI ratio at modification	38.00%
45	Res: Non-Liq	Cumulative Capitalized Amount - PITI	Cumulative Capitalized PITI Amount	$6,048.32
46	Res: Non-Liq	Cumulative Capitalized Amount – Corp Adv + Other	Cumulative Capitalized Corporate Advances + Other Amounts	$7,968.75
47	Res: Non-Liq	Cumulative Earned Forgiven Princ Balance	Cumulative Earned Forgiven Balance includes capitalized costs	0
48	Res: Non-Liq	Cumulative Arrearages Forgiven and not Capitalized	Cumulative Arrearages Forgiven and not Capitalized	0
49	Res: Non-Liq	Period Forborne Princ	Forborne Amount this Period includes capitalized costs	0
50	Res: Non-Liq	Period Earned Forgiven Princ	Earned Forgiven Amount this Period includes capitalized costs	0
51	Res: Non-Liq	Current Outstanding Unearned Princ Forgiveness	Outstanding Balance of Principle Forgiveness not yet earned	0
52	Res: Non-Liq	Period Principal Liquidation	Amount of Principal Liquidated in Current period	0
	Property Data, Loss Information, and Borrower Contact:			
53	Res: Non-Liq	Latest Property Valuation	Last Property Valuation Assessment	$292,000.00
54	Res: Non-Liq	Latest Property Valuation Type	**Values:** Drive By BPO, Internal BPO or Appraisal	Drive By BPO
55	Res: Non-Liq	Latest Property Valuation Date	Date of Last Property Valuation	1/1/1900
56	Res: Non-Liq	Last Known Verified Occupancy Status	**Values:** Owner Occupied, Non-Owner Occupied, Unknown, Vacant	Owner Occupied
57	Res: Liq	Cumulative Loss Amount (reported only at and post-liquidation)	Formula: Liq UPB-Liq Proceeds + Expenses & Advances (positive #). **Possible Values** (Select the corresponding bucket based on the result of the preceding formula): <=50; 1-$25,000; $25,001-$50,000; $50,001-$75,000; $75,001-$100,000; $100,001-$125,000; $125,001-$150,000; >$150,000. Field should only be populated once the loan has been liquidated.	1-$25,000
58	Res: Non-Liq	Marketed for 20 days to Owner Occupants	Yes or No, if the property is now REO, has the property been marketed to Owner Occupants only for 20 days?	Yes
59	Res: Non-Liq	REO Buyer Type	**Values:** Owner Occupant, Non-Profit, Investor, Unknown	Owner Occupant
60	Res: Liq	REO Sale Bid Acceptance Date	Date the REO Sale Bid was accepted. This is only applicable to REO Properties being marketed after the sale.	1/1/1900
61	Res: Liq	REO MLS Listing Start Date	Date the REO Property was first listed on MLS. This is only applicable to REO Properties being marketed after the sale. If a property is listed multiple times this date should only reflect the initial listed date.	1/1/1900
62	Res: Non-Liq	Last Contact Date	Last date the borrower was actually contacted	1/1/1900
63	Res: Non-Liq	Last Contact Attempt	If contact was not made (see above), provide the last date the borrower was actually contacted	1/1/1900
	Whole Loan Sale Information:			
64	Res: Liq	Name of New Investor	If the loan was sold to a new investor and the loan status is Whole Loan Sale, provide the name of the purchasing investor	ABC Investor, LLC
65	Res: Liq	Name of New Servicer	If the loan was sold to a new investor and the loan status is Whole Loan Sale, provide the name of the servicer it was service transferred to.	XYZ Servicer
	Foreclosure/Eviction Moratorium and CARES Act Compliance:			
66	Res: Non-Liq	Any and all applicable FHFA & Fannie Mae foreclosure moratoriums related to the COVID pandemic have been honored	Yes or No, were any and all applicable FHFA & Fannie Mae foreclosure moratoriums related to the COVID pandemic honored?	Yes
67	Res: Non-Liq	Any and all applicable FHFA & Fannie Mae eviction moratoriums related to the COVID pandemic have been honored	Yes or No, were any and all applicable FHFA & Fannie Mae eviction moratoriums related to the COVID pandemic honored?	Yes
68	Res: Non-Liq	CARES ACT / COVID related Forbearance Plan requested by borrower	Yes or No, the borrower requested being put on a CARES Act / COVID related forbearance plan?	Yes
69	Res: Non-Liq	Date CARES ACT / COVID related Forbearance Plan was extended to borrower	If Yes, the borrower requested being put on a CARES Act / COVID related forbearance plan, what date was it extended to them?	1/1/1900

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EXHIBIT B-2

BIDDER QUALIFICATION STATEMENT

(SHORT FORM)

[This form of Bidder Qualification Statement may be used by any Bidder wishing to participate in this offering if the Bidder has been previously approved to participate in a Fannie Mae NPL or RPL Sale. If a Bidder that has been previously approved is unable to recertify the information previously submitted to Fannie Mae as set forth in Section 6(A) below, the Bidder will be required to submit the Bidder Qualification Statement in the form attached as Exhibit B-1 to the Announcement.]

The Federal National Mortgage Association ("**Fannie Mae**") is offering, through a competitive auction, one (1) pool (the "**National Pool**") and one (1) Community Impact Pool (the "**Community Impact Pool**") (the Community Impact Pool together with the National Pool, collectively, the "**Offered Pools**"), of non-performing single family mortgage loans and related servicing rights (the "**Mortgage Loans**") that it currently owns (such transaction, the "**Sale**").

The undersigned prospective bidder ("**Bidder**") understands and acknowledges that, before it can register for, or make an offer to bid for the Sale, Bidder (whether an individual or an entity) must meet the requirements described below as evidenced by execution of this Bidder Qualification Statement (the "**Qualification Statement**"). The information requested herein is being requested for the purpose of providing Fannie Mae with information needed to determine whether Bidder meets the qualification requirements to bid for the Sale.

Bidder understands that Fannie Mae agrees to the Bidder completing this shortened version of the Qualification Statement because:

- Fannie Mae has previously accepted and approved the Bidder's Long-Form Bidder Qualification Statement to bid on a prior offering of non-performing and/or re-performing Mortgage Loans by Fannie Mae ("**Prior Qualification Statement**"); and
- Bidder hereby certifies that the information it provided in or pursuant to the Prior Qualification Statement is true and correct as of the date hereof.

Bidder understands that all information submitted is for the use of Fannie Mae, and its employees, counsel and agents. Bidder further understands that a background check will be conducted on any person or entity that has a 10% or greater ownership interest in Bidder, provided that this definition is not intended to include public shareholders of Bidder (each such person or entity, a "**Significant Owner**"), and on any person or entity that signs or authorizes documentation, requests access to the data room, or is otherwise involved in the process of reviewing or bidding on the Offering as identified in this Qualification Statement and using the information provided herein. Bidder understands that Fannie Mae will not provide the results of such background check or documentation to Bidder and that Bidder waives the right, if any, to review such results or documentation.

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This Qualification Statement is not a binding contract of sale. Providing the requested information is voluntary; however, failure to furnish all of the requested information may result in the prospective purchaser not being permitted to bid for the Sale. Bidder represents that all information provided herein is true and correct.

The proposed sale of the Mortgage Loans is not intended to constitute the sale of a "security" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or any applicable federal or state securities law. No inference that the Mortgage Loans is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by Bidder in this Qualification Statement for purposes of qualifying Bidder as a qualified bidder for the Sale. It is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Blue Sky or securities laws of any jurisdiction.

Section 1. General Information Regarding Bidder

A. Complete legal name: _____

B. Tax Identification Number: _____

C. Street address of executive offices (no PO Boxes):

_____

D. Corporate or Other Entity Type and Jurisdiction of Organization (if applicable):

_____

E. Phone: _____

F. Email Address: _____

G. Please describe Bidder's primary business line (e.g., commercial bank, mortgage servicer, bank financial services company, etc.): _____

H. Is Bidder publicly traded? **YES** ☐ **NO** ☐

I. Is Bidder a Regulated Company (as described in Section 5(2))? **YES** ☐ **NO** ☐

J. Is Bidder, or, for this Sale, is Bidder associated with, or organized by an entity, certified as a minority or woman-owned business enterprise (M/WBE)? **YES** ☐ **NO** ☐

K. Is Bidder, or, for this Sale, is Bidder associated with, or organized by an entity which is, a non-profit organization or a government entity? **YES** ☐ **NO** ☐

L. Will Bidder rely on a financing partner to close the transaction? **YES** ☐ **NO** ☐

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If "YES," please supply Exhibit D to the Prior Qualification Statement:

(i) Will Bidder's bid be contingent on this financing? **YES** ☐ **NO** ☐

(ii) Does Bidder have an arrangement already in place with its financing partner that will allow Bidder readily to access the funds for settlement of this transaction? **YES** ☐ **NO** ☐

M. Attached hereto as Exhibit A is a list of names and current address information, to the extent not previously disclosed by the Bidder in Bidder Qualification Statements filed with Fannie Mae on a prior offering of non-performing and/or re-performing Mortgage Loans by Fannie Mae, of (i) Significant Owners of the Bidder and (ii) individuals requiring access to the Data Room.

N. Attached hereto as Exhibit B, is a list of all other entities Bidder will rely on to meet the terms of closing. This includes any parents, subsidiaries, principals, advisors, master funds, or banks that will provide financing or cash towards the purchase of the loans. This exhibit does not need to be completed for the servicer unless they are providing funds towards the purchase.

Section 2. Proof of Funds

Bidder must provide evidence that it has available funds in the amount of at least 10% of the principal balance of the pool to be bid, such evidence to include (i) bank statements, (ii) current financials or most recent audited financial statements of Bidder or any Related Entity (as defined below), each certified by an authorized representative to be true, correct and complete, or (iii) such other evidence as Fannie Mae deems acceptable, each with a signed commitment letter. Only proof of available funds will be accepted; proof of available financing is unacceptable.

For purposes of this Qualification Statement, the following entities are a "**Related Entity**" of Bidder: (i) Bidder's direct parent, (ii) Bidder's subsidiaries, (iii) any other entity which shares a common officer or director with Bidder and has authority or control over the bid in connection with this offering, or (iv) a Significant Owner of Bidder.

Section 3. Servicer Eligibility

Bidder must complete Exhibit E to the Prior Qualification Statement for the servicer it will use to service the Mortgage Loans if the servicer has not been approved in the current calendar year. If uncertain at this time which servicer it will use, Bidder must complete this form for all servicers being considered if the servicer has not been approved in the current calendar year.

Name of Servicer: _____

Section 4. Contact Persons at Bidder

A. Person to contact regarding the bid:

Name: _____
Title: _____
Telephone Number:_____

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Email Address: _____
City/State/Zip (Personal Residence): _____

B. Person to contact regarding the Sale transaction documents:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

C. Person to contact regarding on-going obligations of the Sale, such as reporting:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

D. Person to contact regarding the servicer:

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

Section 5. Bidder Qualification.

Bidder understands that, if it is determined to be a qualified bidder for the Sale, its status as such does not necessarily mean that it will be a qualified bidder for any other Mortgage Loans or assets offered in any other sale by Fannie Mae. Bidder also understands that its status as a qualified bidder for any other sale does not necessarily mean that it will be a qualified bidder for the Sale.

ONLY THE NAMED PROSPECTIVE BIDDER IN THIS QUALIFICATION STATEMENT, IF QUALIFIED, WILL BE ALLOWED TO BID FOR THE SALE. Upon award as a successful bidder, Bidder may form a special purpose entity to take ownership of the Mortgage Loans at settlement (the "**SPE Acquisition Vehicle**"). However, Bidder will remain the counterparty with Fannie Mae upon the closing of the Sale. Any significant equity owners of the SPE Acquisition Vehicle must either be a qualified bidder or have satisfied any requirements Fannie Mae may establish for such SPE Acquisition Vehicles prior to the settlement date.

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Each Bidder bidding on the Offered Pools hereby certifies, represents and warrants that it satisfies one or more of the following qualifying statements 1 through 4. Bidder must check one or more of the following qualifying statements 1 through 4 in order to qualify as a qualified bidder for, and bid in, the Sales. **(CHECK ALL THAT ARE APPROPRIATE)**:

(_____) 1. Bidder is a corporation, partnership, limited liability company, or business trust with a net worth in excess of $10,000,000 determined in accordance with Generally Accepted Accounting Principles, consistently applied ("**GAAP**"), and was not formed for the specific purpose of acquiring an interest in the Mortgage Loans.

(_____) 2. Bidder is a bank (as defined in Section 3(a) (2) of the Securities Act), savings and loan association or other institution (as defined in Section 3(a) (5) (A) of the Securities Act), insurance company (as defined in Section 2(a) (13) of the Securities Act), investment company registered under or business development company as defined in the Investment Company Act of 1940, as amended, or a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), in each case with a net worth in excess of $10,000,000 determined in accordance with GAAP.

(_____) 3. Bidder is a statutory trust, with a net worth in excess of $10,000,000 determined in accordance with GAAP, not formed for the specific purpose of acquiring the Mortgage Loans, whose investment decisions are directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of purchasing the Mortgage Loans offered for sale at the Sale.

(_____) 4. Bidder is a business entity whose equity owners are entities or individuals that in combination have a net worth in excess of $10,000,000.

Each Bidder bidding on the Community Impact Pool only, hereby certifies, represents and warrants that it satisfies one or more of the following qualifying statements 1 through 4. Bidder must check one or more of the following qualifying statements 1 through 4 in order to qualify as a qualified bidder for, and bid in, the Sales. **(CHECK ALL THAT ARE APPROPRIATE)**:

(_____) 1. Bidder is a corporation, partnership, limited liability company, or business trust with a net worth in excess of $5,000,000 determined in accordance with Generally Accepted Accounting Principles, consistently applied ("**GAAP**"), and was not formed for the specific purpose of acquiring an interest in the Mortgage Loans.

(_____) 2. Bidder is a bank (as defined in Section 3(a) (2) of the Securities Act), savings and loan association or other institution (as defined in Section 3(a) (5) (A) of the Securities Act), insurance company (as defined in Section 2(a) (13) of the Securities Act), investment company registered under or business development company as defined in the Investment Company Act of 1940, as amended, or a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), in each case with a net worth in excess of $5,000,000 determined in accordance with GAAP.

(_____) 3. Bidder is a statutory trust, with a net worth in excess of $5,000,000 determined in accordance with GAAP, not formed for the specific purpose of acquiring the Mortgage Loans, whose investment decisions are directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of purchasing the Mortgage Loans offered for sale at the Sale.

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(_____) 4. Bidder is a business entity whose equity owners are entities or individuals that in combination have a net worth in excess of $5,000,000.

Section 6. Representations and Warranties of Bidder.

By executing this Qualification Statement, Bidder certifies, represents and warrants that EACH of following statements is true and correct as to such Bidder.

A. Bidder has been previously approved by Fannie Mae to participate in a Fannie Mae NPL or RPL Sale. Bidder represents and warrants that there has been no material change to any information regarding Bidder that was previously submitted for approval in connection with a previous Fannie Mae NPL or RPL Sale and that no additional transactions involving Bidder have taken place or are pending at the time of this statement. Bidder hereby recertifies to Fannie Mae all of the information regarding Bidder that was previously submitted for approval to Fannie Mae in connection with a previous Fannie Mae NPL or RPL Sale.

B. Bidder is an entity that (A) either (i) is in the business of buying, originating or selling mortgage loans of the same type as the Mortgage Loans or (ii) otherwise deals in mortgage loans identical or similar to the Mortgage Loans in the ordinary course of such Bidder's business, and (B) holds (or the entity to which it will assign the Mortgage Loans holds) such state licenses (or is exempt from such state licensing requirements), permits, registrations, or approvals that may be necessary to purchase and hold the Mortgage Loans.

C. Bidder has such knowledge and experience in the origination, sale and/or purchase of performing and nonperforming or distressed mortgage loans, as well as knowledge and experience, by itself or with its advisers, in other financial and business matters, as to enable Bidder to utilize the information made available in connection with the Sale to evaluate the merits and risks of a prospective acquisition of the Mortgage Loans and to make an informed decision with respect thereto. The Mortgage Loans would be a suitable investment for Bidder.

D. The officer(s) of Bidder identified in Exhibit A to the Bidder Qualification Statement previously submitted to Fannie Mae in connection with a Fannie Mae NPL or RPL Sale (the "**Previous Bidder Qualification Statement**") have a minimum of 5 years of experience managing residential mortgage assets.

E. Bidder acknowledges, understands and is able to bear the economic risks associated with the acquisition and ownership of the Mortgage Loans, including, without limitation, the risk of a total loss of Bidder's investment in the Mortgage Loans.

F. Bidder acknowledges and agrees that information, including summary data, will be made available to assist Bidder in evaluating the risks involved in acquiring the Mortgage Loans and whether or not it chooses to review any information that is made available to it, Bidder has the ability and shall be responsible for making its own independent investigation and evaluation of the Mortgage Loans and the economic, credit or other risks involved in an acquisition of the Mortgage Loans, including, without limitation, the restrictions on resale or other liquidation upon any of the Mortgage Loans.

G. Bidder acknowledges and agrees that (i) the proposed sale of the Mortgage Loans is not intended to constitute the sale of a "security" within the meaning of the Securities Act or any applicable federal or state securities laws, (ii) no inference that the Mortgage Loans is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by Bidder in this Qualification

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Statement for purposes of qualifying Bidder as a qualified bidder for the Sale, (iii) it is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Blue Sky or securities laws of any jurisdiction.

H. Bidder represents and warrants that (i) it, or its Significant Owners and persons with authority or control or such Significant Owners, (ii) any Related Entities or Significant Owners and persons with authority or control of such Related Entities, or (iii) any M/WBE or neighborhood advocacy organization with which Bidder is associated, or by which Bidder is organized, in connection with the Sale, are **NOT** any of the following:

(i) an individual or entity that is currently debarred, suspended, or excluded from doing business with Fannie Mae;

(ii) an individual or entity that is currently suspended, debarred, or otherwise restricted by a department or agency of the federal government or of a state government;

(iii) an individual or entity that is currently debarred, suspended, or excluded from doing mortgage related business, including having a business license suspended, surrendered, or revoked by any federal, state or local government agency and no proceedings relating to any such actions have been commenced; or

(iv) an individual or entity that is (i) currently charged or (ii) has been convicted (within the past ten (10) years) by any federal, state or local government agency, regulatory organization or licensing agency of engaging in any professional conduct involving dishonesty, fraud or deceit.

I. Bidder represents and warrants that it has full authority to deliver this Qualification Statement and that the individual executing this Qualification Statement has full authority to do so on behalf of Bidder and all principals thereof. Bidder represents and warrants that all signatures it applies to this or any other document related to a transaction with Fannie Mae, including electronic signatures, will be valid and enforceable under federal and state law.

J. Within the past ten (10) years, neither Bidder, nor any Significant Owner of, or person or entity controlling, Bidder, (i) has had entered against it an order for relief under the United States Bankruptcy Code, as amended, or under any other law relating to bankruptcy, insolvency or reorganization or relief of creditors, (ii) has failed to pay, or admitted in writing its inability to pay, its debts generally as they become due, (iii) has made a general assignment for the benefit of its creditors, (iv) has had appointed, or applied for, sought, consented to, or acquiesced in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its assets or properties, (v) has instituted any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or failed to file an answer or other pleading (within the time frame by which such answer or other pleading is due) denying the material allegations of any such proceeding filed against it, or (vi) has taken any corporate, partnership or similar (as applicable) action to authorize any matter described in any of clauses (i) through (v) of this paragraph.

K. Bidder represents and warrants that to the best of its knowledge it has complied with all applicable legal and regulatory requirements with respect to its source of capital for this Sale.

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L. Bidder (1) represents that it is solely responsible for meeting conditions of closing as outlined in the transaction documents, or (2) represents that the entities listed in Exhibit D of the Previous Bidder Qualification Statement are all the entities on which it will rely to meet such conditions.

M. Bidder represents and warrants that it is not a direct or indirect holder or group (as defined in Sections 13(d) and 14(d) of the Exchange Act) of holders of 10% or more of any class of capital stock of Fannie Mae and that Bidder and its principals are not employed by Fannie Mae.

N. Bidder understands that the above certifications, representations, and warranties are made for the purpose of qualifying Bidder as a qualified bidder for the Sale.

O. Bidder hereby represents that the above certifications and all information provided in or pursuant to this Qualification Statement are true and correct in all material respects as of the date hereof and will be true and correct in all material respects as of the time of Sale and understands that Fannie Mae is relying upon the truthfulness and correctness of such statements.

Section 7. Bidder Acknowledgments and Agreements; Additional Requirements of and Conditions to the Sale.

By executing this Qualification Statement, Bidder acknowledges and agrees that the sale of the Mortgage Loans is subject to EACH of following conditions and requirements and that, as applicable, it shall cause its servicer to service the Mortgage Loans in accordance with these conditions and requirements.

A. Bidder acknowledges and agrees that if awarded the Sale, Bidder will cause the Mortgage Loans to be serviced (i) in accordance with applicable law and regulations, including regulations of the Consumer Financial Protection Bureau, by a servicer that has completed Section 3 of this form (including completion by the prospective servicer of Exhibit E to the Prior Qualification Statement); and (ii) in accordance with the Mortgage Loan Purchase and Sale Agreement that it will execute with Fannie Mae.

B. Bidder acknowledges and agrees that Fannie Mae has the right to request additional or updated information at any time, including, without limitation, financial statements and/or confirmation of the representations, warranties and certifications made herein. Bidder authorizes, and has the authority to authorize, Fannie Mae and its agents to conduct credit and other investigations of Bidder through appropriate third-party reporting agencies.

C. Bidder further acknowledges and agrees that Fannie Mae may, in its sole discretion, refuse to qualify any prospective bidder who, in its sole judgment, does not have the requisite knowledge and experience to evaluate the merits and risks of purchasing and to make an informed decision with respect to the purchase of the Mortgage Loans.

D. Bidder acknowledges and agrees that the borrowers of the Mortgage Loans are already in various stages of loss mitigation, including modification, other foreclosure alternatives, or foreclosure. Bidder acknowledges and agrees that if awarded the Sale, the Initial Servicer (as defined below) and Subsequent Servicer (as defined below) must therefore:

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(i) Honor the terms of any foreclosure alternatives that have been offered to the borrower, but have not expired or been rejected, including but not limited to modifications and trial period plans;

(ii) Perform obligations to complete applications for foreclosure alternatives or evaluate complete applications in process at the time of sale;

(iii) Inform all borrowers of applicable waterfall of resolution alternatives described below and proceed with (a) the application of the waterfall based on borrower response and (b) offering the borrower the foreclosure alternative(s) for which they are eligible;

(iv) Encourage, or in the case of the Bidder, cause encouragement of, sale to buyers who intend to occupy the property as their primary residence and non-profits for properties in Real Estate Owned (REO) status. The Bidder, Initial Servicer, and any Subsequent Servicer must market, or in the case of the Bidder, must cause the marketing of, any Mortgage Loan that becomes an REO property for at least thirty (30) days from the date that the property is listed on MLS to give buyers who intend to occupy the property as their primary residence and non-profits an opportunity to purchase the property during this period. Bidder, Initial Servicer, and Subsequent Servicer may only sell to buyers intending to occupy the properties as their primary residence and non-profit REO buyers during this thirty (30) day period. Buyers who intend to occupy the property as their primary residence will be required to sign an affidavit confirming their intent to occupy the property; and

(v) Not enter into any contract for deed, installment contract, or lease with option to purchase agreement or similar agreement that provides for a REO property purchaser or tenant to pay the REO property seller in installments for a deed or right to a deed to the REO property (a "**Contract for Deed**"), unless the tenant or purchaser, as the case may be, is a non-profit organization. This requirement shall also apply to any entity purchasing the mortgage loans or any REO from the Bidder, the Initial Servicer, and any Subsequent Servicer.

E. Bidder acknowledges and agrees that it is required to identify its servicing partners at the time of bidder qualification and must complete or have completed a servicing questionnaire to demonstrate a record of successful resolution of loans through alternatives to foreclosure. Bidder acknowledges and agrees that these alternatives must include a waterfall of resolution tactics, including modification, short sale, and deed in lieu, with foreclosure as the last option in the waterfall. Bidder acknowledges and agrees that the waterfall may consider net present value to the investor. Bidder acknowledges and agrees that when Bidder transfers servicing, the transferee servicer (the "**Initial Servicer**") must be approved by and in good standing with Fannie Mae, Freddie Mac, Ginnie Mae, or the Federal Housing Administration.

F. With respect to all loans, except for Permissible Exclusions (as defined below), the Initial Servicer (and, if applicable, the Subsequent Servicer) must:

(i) Evaluate all loans with a post-capitalized MTMLTV ratio less than or equal to 115% at the time of evaluation for a proprietary modification that provides a benefit to the borrower and has the potential to be sustained by the borrower over the life of the modification, and solicit those borrowers who are eligible; and

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(ii) Evaluate all loans with a post-capitalized MTMLTV ratio greater than 115% at the time of the evaluation for a proprietary modification that provides a benefit to the borrower, has the potential to be sustained by the borrower over the life of the modification, and includes principal forgiveness and/or arrearage forgiveness, and solicit those borrowers who are eligible.

G. Bidder acknowledges and agrees that to the extent a proprietary modification includes an interest rate that adjusts over the term of the modification:

(i) The initial modified interest rate must be fixed for a period of at least five (5) years from the effective date of the modification;

(ii) The interest rate must not increase more than one percent (1%) per year after the first five (5) years from the effective date of the modification; and

(iii) The final modified interest rate must not exceed the greater of (a) the pre-modification interest rate or (b) the 30-year Primary Mortgage Market Survey rate published by Freddie Mac as of the effective date of the modification agreement.

H. Bidder acknowledges and agrees that to the extent the proprietary modification includes an interest-only payment feature, it must only apply to an initial period and must be applied as the final step in the modification waterfall for Mortgage Loans that would not otherwise qualify for a proprietary modification.

I. Bidder acknowledges and agrees that solicitation is required for all transferred Mortgage Loans; however, the Initial Servicer may be prohibited by the Bidder from engaging in solicitation in either or both of the following cases (each a "**Permissible Exclusion**"):

(i) Mortgage Loans that have a foreclosure sale date within 60 days at time of servicing transfer in a judicial state and 30 days in a non-judicial state; and

(ii) Vacant or condemned properties as determined by a Broker Price Opinion report at the time of sale.

J. Bidder acknowledges and agrees that in connection with the Initial Servicer's evaluation or offering of a proprietary modification, the Initial Servicer may not charge any application, administrative, modification processing or similar fee. Bidder acknowledges and agrees that the Initial Servicer may not require the borrower to prepay any amount of the mortgage debt before conducting a modification evaluation or as a condition precedent to receiving a trial period plan or modification offer.

K. Bidder acknowledges and agrees (and shall cause the Initial Servicer to agree) that with respect to any transferred Mortgage Loan secured by a property that is vacant or condemned, that the Initial Servicer may not constructively or actually abandon the lien on the property securing the Mortgage Loan. The Bidder acknowledges and agrees (and shall cause the Initial Servicer to agree) that the Initial Servicer must resolve the delinquency through a foreclosure alternative, foreclosure, or a loan donation or loan sale, as appropriate, which may be to a non-profit or government entity.

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L. Bidder agrees that it will adhere to the following requirements for each mortgage loan sold by Fannie Mae in an NPL transaction in the following manner, and it will require its Initial Servicer and any Subsequent Servicer to adhere to these requirements for each such loan:

(i) Bidder, Initial Servicer and any Subsequent Servicer must service, or, in the case of the Bidder, must cause each loan to be serviced, in a manner that is consistent with any requirements that would apply under federal law if the loan was still owned or securitized by Fannie Mae. This includes Section 4022 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "**CARES Act**"), any subsequent federal legislation that amends, supplements or replaces the CARES Act, or any federal law or regulation that imposes similar servicing requirements on single- family mortgage loans that are owned or securitized by Fannie Mae.

(ii) Bidder, Initial Servicer, and any Subsequent Servicer must adhere, or in the case of the Bidder, must cause adherence, to any foreclosure or eviction moratorium that may be imposed by the Federal Housing Finance Agency or by federal legislation applicable to single-family mortgage loans that are owned or securitized by Fannie Mae.

M. Bidder acknowledges and agrees that Bidder will be required to report (or cause the Initial Servicer to report) loan resolution results and borrower outcomes to Fannie Mae for four (4) years after the Closing Date for the sale of the Mortgage Loans, except for certain re-performing Mortgage Loans as described below. Bidder acknowledges and agrees that Bidder will provide (or will cause the Initial Servicer to provide) the reports at least every calendar quarter, with the first report due at the end of the first calendar quarter that is six (6) months following the Closing Date, with respect to the data fields attached hereto as Appendix A, which may be amended as necessary. Bidder acknowledges and agrees, and shall cause the Initial Servicer in the Servicing Agreement to acknowledge and agree, that Fannie Mae may disclose pool level outcomes to the Federal Housing Finance Agency, which, in turn, may publicly disclose pool level outcomes.

N. Bidder acknowledges and agrees that Bidder is free to sell the Mortgage Loans or, subject to the requirements above, transfer servicing at any time, and in each case subject to certain terms and conditions set forth in the Mortgage Loan Purchase and Sale Agreement.

O. Bidder acknowledges and agrees that in connection with any subsequent transfer of servicing to a new servicer (each, a "**Subsequent Servicer**") the following conditions must be included in the Subsequent Servicer's servicing contract:

(i) Subsequent Servicer must comply with the same requirements applicable to the Initial Servicer as set forth above, including entering into an Assignment and Assumption Agreement to the extent permitted or required by the Department of the Treasury under its Making Home Affordable Program. The Subsequent Servicer must also provide reporting consistent with that required in Paragraph M above directly to Fannie Mae or Bidder, which will then provide reporting to Fannie Mae, for a period of four (4) years from the Closing Date of Fannie Mae's sale of the Mortgage Loans;

(ii) The Subsequent Servicer will not be required to report on a re-performing Mortgage Loan if the Mortgage Loan was current for the last six (6) months and at least twelve (12) months have

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elapsed since its modification date or self-cure date, including time held by the Initial Servicer. Subsequent transfers of re-performing Mortgage Loans that do not meet these criteria will continue to be subject to the same reporting requirements as subsequent Mortgage Loan transfers of servicing stated above. If a re-performing Mortgage Loan met these criteria, the Subsequent Servicer shall not be required to report on the Mortgage Loan even if the Mortgage Loan becomes delinquent at some point in the future.

P. Bidder acknowledges and agrees that in addition to any other remedy available to Fannie Mae, any violation of this agreement may result in Fannie Mae refusing to allow the Bidder or its affiliates to participate in any subsequent NPL or RPL Sale.

Bidder hereby certifies that to the best of Bidder's knowledge all the information stated in, and provided pursuant to this Qualification Statement, is true, accurate, and complete. Submission of false information in connection with this Qualification Statement is grounds for rejecting your bid or invalidating the Sale documents.

Bidder acknowledges that Fannie Mae may revoke Bidder's bid, without the return of any deposit, if it is discovered that Bidder has made any fraudulent or untrue statements in this form.

Bidder acknowledges that Fannie Mae considers the information Bidder provides on or pursuant to this form and at any point in time during the bidding process to be confidential information of Fannie Mae.

[SIGNATURE BEGINS ON THE FOLLOWING PAGE]

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By: _____
Signature

Printed Name: _____

Name of Company: _____

Title: _____

Date: _____

City/State/Zip (Personal Residence of Signatory): _____

_____

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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EXHIBIT A

UPDATED LISTS OF SIGNIFICANT OWNERS OF BIDDER/INDIVIDUALS REQUIRING ACCESS TO DATA ROOM

UPDATED LIST OF SIGNIFICANT OWNERS OF BIDDER

Provide the following information for all principals owning interest of 10% or more of Bidder:

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

UPDATED LIST OF INDIVIDUALS REQUIRING ACCESS TO DATA ROOM

Name: _____ Email: _____
City, State and Zip of Residence: _____

Name: _____ Email: _____
City, State and Zip of Residence: _____

Name: _____ Email: _____
City, State and Zip of Residence: _____

Name: _____ Email: _____
City, State and Zip of Residence: _____

*add additional sheets as necessary

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EXHIBIT B

LIST OF ENTITIES ON WHICH BIDDER RELIES

Provide the following information for all entities on which Bidder will rely to meet conditions of closing as outlined in the transaction documents:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Tax Identification Number (corporations only): _____

Current Home Address (individuals only): _____

_____

Nature of Business Relationship with Prospective Bidder: _____

Specific conditions of this transaction this entity will help meet: _____

_____

Details of any arrangement to share ownership of Mortgage Loans: _____

_____

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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APPENDIX A | DATA DICTIONARY

#	CATEGORY	FIELD	POSSIBLE VALUE OR DESCRIPTION	EXAMPLE
1	Origination	Loan ID	Servicer's Loan ID. Will be the primary key*	24628288
2	Origination	Fannie Mae ID	Fannie Mae Loan ID	1714130162
3	At Loan Sale	Deal	Fannie Mae deal name of pool purchased	FNMA 2016-NPL3-2A
4	At Loan Sale	Deal Closing Date	Date of when NPL deal closed	7/25/2018
5	Loan Status	Quarter	Calendar quarter being reported	Q4 2016
6	Loan Status	Effective Date/Reporting Cutoff	Month of Data being reported	12/31/2015
7	At Loan Sale	New Servicer	Name of the new Servicer	Bayview
	Loan's Current Status. All the data below pertains to the current status of the loan. All modification information refers to modifications done since the sale of the loans:			
8	Loan Status	Loan Current Status	**Value:** Active Permanent Modification, Charge-off, Deed-in-Lieu, Delinquent: Modified Post NPL Sale, Delinquent: Never Modified Post NPL Sale, Foreclosure, In Foreclosure Process, In Trial Modification, Paid in Full, Repurchase, Self Cure, Short Cash Pay-off, Short Sale, Whole Loan Sale	Active Permanent Modification
9	Loan Status	Re-Performing Loan	A loan is considered re-performing if it was current for the last six (6) months and at least twelve (12) months have elapsed since its modification date or self-cure date. Yes or No	Yes
10	Loan Status	Mod Effective Date	If there was a trial mod, then Mod Effective Date = Trial Mod Start Date; If the loan was modified without a trial period, then the Mod Effective Date = Permanent Mod Date	1/1/1900
11	Loan Status	Post-Sale Trial Mod Flag	At the end of the reporting period, is the loan in a trial mod, Yes or No	No
12	Loan Status	Post-Sale Perm Mod Flag	Has the mod been 'officially' booked, Yes or No	Yes
13	Loan Status	Mod Date of Last Perm Mod	Date of Last Permanent Modification	1/1/1900
14	Loan Status	Number of Mods post the sale	Total Number of Permanent Modifications since the sale	1
15	Loan Status	BK Flag & Chapter	**Values**: 7, 11, 12, 13, BK Chapter Unknown, not in BK	7
16	Loan Status	Last Interest Payment Date	Date of Last Interest Payment	1/1/1900
17	Loan Status	Number of Months Delinquent	Number of Months the loan is delinquent	17
18	Loan Status	MBA Delinq Code	**Values**: C, 3, 6, 9, F, R, O	0
19	Loan Status	Lien Position	Initially based on the Lien Position as of Loan Sale, however if any changes are discovered the value needs to be updated	1
20	Loan Status	Payoff Date	Date the loan was liquidated	1/1/1900
21	Loan Status	Payoff Reason	**Values:** PIF, REO Sale, Foreclosure Sale, Repurchase, Short Cash Pay-off, Short Sale, Charge-Off, Whole Loan Sale	Short Sale
22	Loan Status	Foreclosure Disposition	**Values:** Third Party Sale, Active REO, REO Sold, REO Rental	Active REO
23	Loan Status	Deed-in-Lieu Date	Date Deed-in-Lieu Occurred	1/1/1900
24	Loan Status	Rented to Borrower	Yes or No, is the property being rented to the borrower?	No
25	Loan Status	Rent, if rented	**Values**: Use the bucket that applies 0; $1-$500; $501-$1000; $1,001-1,500; $1,501-2,000; $2,001-$2,500; $2,501-3,000; >.$3,000	$1,000-$1,500
26	Loan Status	Not in Active Servicing	Yes or No, is the borrower being worked for loss mitigation?	No
27	Res: Non-Liq	Current Balance (Actual)* includes forbearance	Current Balance with forbearance	$284,652.53
28	Res: Non-Liq	Interest Bearing Balance	Current Balance that is interest bearing	$220,000.00
29	Res: Non-Liq	Scheduled P&I (last known)	Current Scheduled P&I payment or, if liquidated, last known scheduled P&I payment	$919.46
	Modification Terms			
30	Res: Non-Liq	Mod Program	Type of Modification; HAMP, Shared Appreciation, Other	HAMP
31	Res: Non-Liq	Mod Type – Term/Rate Change	Was the term or the rate of the loan modified? If so, how? **Values:** Rate only, Term only, Rate & Term, No change	Rate & Term
32	Res: Non-Liq	Mod Type – Balance Change	Was the balance of the loan modified? If so, how? **Values**: Capitalization only, Forbearance only, Forgiveness only, Capitalization & Forbearance, Capitalization & Forgiveness, Forbearance & Forgiveness, Capitalization & Forbearance & Forgiveness, No change	Capitalization & Forbearance
33	Res: Non-Liq	Product Type (current)	**Values:** FIXED, ARM, STEP, GPM, BALLOON X/Y, X YR IO ARM, X YR IO FIXED	BALLOON 30/15
34	Res: Non-Liq	Amort Term (Current) - MOD DATE	Current Amortization Term for the loan	480
35	Res: Non-Liq	Maturity Date (Current) - MOD DATE	Current Maturity Date of the loan	1/1/1900
36	Res: Non-Liq	Initial Rate Period	If applicable, the number of months the Initial Rate is fixed post-modification	6
37	Res: Non-Liq	Initial IO Period	If applicable, the number of months an interest-only period applies	6
38	Res: Non-Liq	First Step Date (current note)	First Step Date	1/0/1900
39	Res: Non-Liq	Terminal Step Rate (current note)	Terminal Step Rate	1/0/1900
40	Res: Non-Liq	Number of Steps (current note)	Number of total Steps for step rate modification	0
41	Res: Non-Liq	Step Adjustment Frequency (current note)	Step Rate Adjustment Frequency	0
42	Res: Non-Liq	Step Size (current note)	Size of Step Rate	0
43	Res: Non-Liq	Current Interest Rate	Current Note Rate	4.00%
44	Res: Non-Liq	Current Front-end DTI @ Mod	Current Front-end DTI ratio at modification	38.00%
45	Res: Non-Liq	Cumulative Capitalized Amount - PITI	Cumulative Capitalized PITI Amount	$6,048.32
46	Res: Non-Liq	Cumulative Capitalized Amount – Corp Adv + Other	Cumulative Capitalized Corporate Advances + Other Amounts	$7,968.75
47	Res: Non-Liq	Cumulative Earned Forgiven Princ Balance	Cumulative Earned Forgiven Balance includes capitalized costs	0
48	Res: Non-Liq	Cumulative Arrearages Forgiven and not Capitalized	Cumulative Arrearages Forgiven and not Capitalized	0
49	Res: Non-Liq	Period Forborne Princ	Forborne Amount this Period includes capitalized costs	0
50	Res: Non-Liq	Period Earned Forgiven Princ	Earned Forgiven Amount this Period includes capitalized costs	0
51	Res: Non-Liq	Current Outstanding Unearned Princ Forgiveness	Outstanding Balance of Principle Forgiveness not yet earned	0
52	Res: Non-Liq	Period Principal Liquidation	Amount of Principal Liquidated in Current period	0
	Property Data, Loss Information, and Borrower Contact:			
53	Res: Non-Liq	Latest Property Valuation	Last Property Valuation Assessment	$292,000.00
54	Res: Non-Liq	Latest Property Valuation Type	**Values:** Drive By BPO, Internal BPO or Appraisal	Drive By BPO
55	Res: Non-Liq	Latest Property Valuation Date	Date of Last Property Valuation	1/1/1900
56	Res: Non-Liq	Last Known Verified Occupancy Status	**Values:** Owner Occupied, Non-Owner Occupied, Unknown, Vacant	Owner Occupied
57	Res: Liq	Cumulative Loss Amount (reported only at and post-liquidation)	Formula: Liq UPB-Liq Proceeds + Expenses & Advances (positive #). **Possible Values** (Select the corresponding bucket based on the result of the preceding formula): <=50; 1-$25,000; $25,001-$50,000; $50,001-$75,000; $75,001-$100,000; $100,001-$125,000; $125,001-$150,000; >$150,000. Field should only be populated once the loan has been liquidated.	1-$25,000
58	Res: Non-Liq	Marketed for 20 days to Owner Occupants	Yes or No, if the property is now REO, has the property been marketed to Owner Occupants only for 20 days?	Yes
59	Res: Non-Liq	REO Buyer Type	**Values:** Owner Occupant, Non-Profit, Investor, Unknown	Owner Occupant
60	Res: Liq	REO Sale Bid Acceptance Date	Date the REO Sale Bid was accepted. This is only applicable to REO Properties being marketed after the sale.	1/1/1900
61	Res: Liq	REO MLS Listing Start Date	Date the REO Property was first listed on MLS. This is only applicable to REO Properties being marketed after the sale. If a property is listed multiple times this date should only reflect the initial listed date.	1/1/1900
62	Res: Non-Liq	Last Contact Date	Last date the borrower was actually contacted	1/1/1900
63	Res: Non-Liq	Last Contact Attempt	If contact was not made (see above), provide the last date the borrower was actually contacted	1/1/1900
	Whole Loan Sale Information:			
64	Res: Liq	Name of New Investor	If the loan was sold to a new investor and the loan status is Whole Loan Sale, provide the name of the purchasing investor	ABC Investor, LLC
65	Res: Liq	Name of New Servicer	If the loan was sold to a new investor and the loan status is Whole Loan Sale, provide the name of the servicer it was service transferred to.	XYZ Servicer
	Foreclosure/Eviction Moratorium and CARES Act Compliance:			
66	Res: Non-Liq	Any and all applicable FHFA & Fannie Mae foreclosure moratoriums related to the COVID pandemic have been honored	Yes or No, were any and all applicable FHFA & Fannie Mae foreclosure moratoriums related to the COVID pandemic honored?	Yes
67	Res: Non-Liq	Any and all applicable FHFA & Fannie Mae eviction moratoriums related to the COVID pandemic have been honored	Yes or No, were any and all applicable FHFA & Fannie Mae eviction moratoriums related to the COVID pandemic honored?	Yes
68	Res: Non-Liq	CARES ACT / COVID related Forbearance Plan requested by borrower	Yes or No, the borrower requested being put on a CARES Act / COVID related forbearance plan?	Yes
69	Res: Non-Liq	Date CARES ACT / COVID related Forbearance Plan was extended to borrower	If Yes, the borrower requested being put on a CARES Act / COVID related forbearance plan, what date was it extended to them?	1/1/1900

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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EXHIBIT B-3

FINANCIER QUALIFICATION STATEMENT

The Federal National Mortgage Association ("**Fannie Mae**") is offering, through a competitive sales process, a portfolio of non-performing single family mortgage loans and related servicing rights (the "**Mortgage Loans**") that it currently owns (such transaction, the "**Sale**").

The undersigned prospective financier ("**Financier**") understands and acknowledges that, before it may have access to the secure data room, it must meet the requirements described below including execution of this Financier Qualification Statement (the "**Qualification Statement**"). The information requested herein is being requested for the purpose of providing Fannie Mae with information needed to determine whether Financier meets the qualification requirements to have access to the secure data room.

Financier understands that all information submitted is for the use of Fannie Mae, and its employees, counsel and agents. Financier further understands that a background check will be conducted on any person or entity that has a 10% or greater ownership interest in Financier, provided that this definition is not intended to include public shareholders of Financier (each such person or entity, a "**Significant Owner**"), and on any person or entity that signs or authorizes documentation, requests access to the data room, or is otherwise involved in the process of reviewing or bidding on the Offering as identified in this Qualification Statement and using the information provided herein. Financier understands that Fannie Mae will not provide the results of such background check or documentation to Financier and that Financier waives the right, if any, to review such results or documentation.

This Qualification Statement is not a binding contract of sale. Providing the requested information is voluntary; however, failure to furnish all of the requested information may result in the prospective financier not being permitted access to the secure data room. Financier represents and warrants that it is seeking access to the data room for the sole purpose of evaluating a potential financing of the purchase of a pool by a Bidder and that it will review and use the materials available in the data room for the sole purpose of evaluating a potential financing of the purchase of a pool by a Bidder. Financier represents that all information provided herein is true and correct.

The proposed sale of the Mortgage Loans is not intended to constitute the sale of a "security" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or any applicable federal or state securities law. No inference that the Mortgage Loans is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by Financier in this Qualification Statement. It is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Blue Sky or securities laws of any jurisdiction.

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Section 1. General Information Regarding Financier.

A. Complete legal name: _____

B. Tax Identification Number: _____

C. Street address of executive offices (no PO Boxes):

_____

D. Corporate or Other Entity Type and Jurisdiction of Organization (if applicable):

_____

E. Phone:_____

F. Email Address: _____

G. Please describe Financier's primary business line (e.g., commercial bank, mortgage servicer, bank financial services company, etc.):

_____

H. Is Financier publicly traded? YES ☐ NO ☐

I. Is Financier a Regulated Company (as described in Section 5(2))? YES ☐ NO ☐

J. Is Financier, or, for this Sale, is Financier associated with, or organized by an entity, certified as a minority or woman-owned business enterprise (M/WBE)? YES ☐ NO ☐

K. Is Financier, or, for this Sale, is Financier associated with, or organized by an entity which is, a non-profit or a government entity? YES ☐ NO ☐

L. Attached hereto as Exhibit A, is a list of the names and current home addresses of all Significant Owners of Financier.

Section 2. Contact Persons at Financier.

Name: _____
Title: _____
Telephone Number: _____
Email Address: _____
City/State/Zip (Personal Residence): _____

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Section 3. Financier's Net Worth Certification.

Financier hereby certifies, represents and warrants that it satisfies one or more of the following qualifying statements 1 through 4. Financier must check one or more of the following qualifying statements 1 through 4 in order to meet the qualification requirements to have access to the secure data room. **(CHECK ALL THAT ARE APPROPRIATE):**

(_____) 1. Financier is a corporation, partnership, limited liability company, or business trust with a net worth in excess of $10,000,000 determined in accordance with Generally Accepted Accounting Principles, consistently applied ("**GAAP**").

(_____) 2. Financier is a bank (as defined in Section 3(a) (2) of the Securities Act), savings and loan association or other institution (as defined in Section 3(a) (5) (A) of the Securities Act), insurance company (as defined in Section 2(a) (13) of the Securities Act), investment company registered under or business development company as defined in the Investment Company Act of 1940, as amended, or a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), in each case with a net worth in excess of $10,000,000 determined in accordance with GAAP.

(_____) 3. Financier is a statutory trust, with a net worth in excess of $10,000,000 determined in accordance with GAAP, not formed for the specific purpose of acquiring the Mortgage Loans, whose investment decisions are directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of financing the Mortgage Loans offered for sale at the Sale.

(_____) 4. Financier is a business entity whose equity owners are entities or individuals that in combination have a net worth in excess of $10,000,000.

Section 4. Representations and Warranties of Financier.

By executing this Qualification Statement, Financier certifies, represents and warrants that EACH of following statements is true and correct as to such Financier.

A. Financier acknowledges, understands and is able to bear the economic risks associated with the financing of the purchase of the Mortgage Loans, including, without limitation, the risk of a total loss of Financier's investment in any financing secured by the Mortgage Loans.

B. Financier acknowledges and agrees that information, including summary data, will be made available to assist Financier in evaluating the risks involved in financing the purchase of the Mortgage Loans and whether or not it chooses to review any information that is made available to it, Financier has the ability and shall be responsible for making its own independent investigation and evaluation of the Mortgage Loans and the economic, credit or other risks involved in financing the purchase of the Mortgage Loans, including, without limitation, the restrictions on resale or other liquidation upon any of the Mortgage Loans.

C. Financier acknowledges and agrees that (i) the proposed sale of the Mortgage Loans is not intended to constitute the sale of a "security" within the meaning of the Securities Act or any applicable federal or state securities laws, (ii) no inference that the Mortgage Loans is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by Financier in this Qualification

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Statement, and (iii) it is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Blue Sky or securities laws of any jurisdiction.

D. Financier represents and warrants that (i) it, or its Significant Owners and persons with authority or control or such Significant Owners, (ii) any Related Entities or Significant Owners and persons with authority or control of such Related Entities, or (iii) any M/WBE or neighborhood advocacy organization with which Financier is associated, or by which Financier is organized, in connection with the financing of the Sale, are NOT any of the following:

(i) an individual or entity that is currently debarred, suspended, or excluded from doing business with Fannie Mae;

(ii) an individual or entity that is currently suspended, debarred, or otherwise restricted by a department or agency of the federal government or of a state government;

(iii) an individual or entity that is currently debarred, suspended, or excluded from doing mortgage related business, including having a business license suspended, surrendered, or revoked by any federal, state or local government agency and no proceedings relating to any such actions have been commenced; or

(iv) an individual or entity that is (i) currently charged or (ii) has been convicted (within the past ten (10) years) by any federal, state or local government agency, regulatory organization or licensing agency of engaging in any professional conduct involving dishonesty, fraud or deceit.

E. Financier represents and warrants that it has full authority to deliver this Qualification Statement and that the individual executing this Qualification Statement has full authority to do so on behalf of Financier and all principals thereof.

F. Within the past ten (10) years, neither Financier, nor any Significant Owner of, or person or entity controlling, Financier (i) has had entered against it an order for relief under the United States Bankruptcy Code, as amended, or under any other law relating to bankruptcy, insolvency or reorganization or relief of creditors, (ii) has failed to pay, or admitted in writing its inability to pay, its debts generally as they become due, (iii) has made a general assignment for the benefit of its creditors, (iv) has had appointed, or applied for, sought, consented to, or acquiesced in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its assets or properties, (v) has instituted any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or failed to file an answer or other pleading (within the time frame by which such answer or other pleading is due) denying the material allegations of any such proceeding filed against it, or (vi) has taken any corporate, partnership or similar (as applicable) action to authorize any matter described in any of clauses (i) through (v) of this paragraph.

G. Financier represents and warrants that it is not a direct or indirect holder or group (as defined in Sections 13(d) and 14(d) of the Exchange Act) of holders of 10% or more of any class of capital stock of Fannie Mae and that Financier and its principals are not employed by Fannie Mae.

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H. Financier understands that the above certifications, representations, and warranties are made for the purpose of qualifying Financier to gain access to the secure data room.

I. Financier acknowledges and agrees that it may not submit a bid for the Mortgage Loans and that, in the event it is granted access to the secure data room, it will be granted such access only for the purpose of evaluating whether to offer financing to any Bidders in connection with the Offering and sale of the Mortgage Loans.

J. Financier hereby represents that the above certifications and all information provided in or pursuant to this Qualification Statement are true and correct in all material respects as of the date hereof and will be true and correct in all material respects as of the time of Sale and understands that Fannie Mae is relying upon the truthfulness and correctness of such statements.

Financier hereby certifies that to the best of Financier's knowledge all the information stated in, and provided pursuant to this Qualification Statement, is true, accurate, and complete. Submission of false information in connection with this Qualification Statement is grounds for terminating access to the secure data room.

Financier acknowledges that Fannie Mae may revoke Financier's access if it is discovered that Financier has made any fraudulent or untrue statements in this form.

[SIGNATURE BEGINS ON THE FOLLOWING PAGE]

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Financier acknowledges that Fannie Mae considers the information Financier provides on or pursuant to this form and at any point in time during the bidding process to be confidential information of Fannie Mae.

By: _____
Signature

Printed Name: _____

Name of Company: _____

Title: _____

Date: _____

City/State/Zip (Personal Residence of Signatory): _____

_____

BofA Securities, Inc.: One Bryant Park, New York, NY 10036 & 31303 Agoura Road, Westlake Village, CA 91361 Tel: 646-855-6843; Fax: 646-855-5050
First Financial Network, Inc.: Rees Plaza at East Wharf, 9211 Lake Hefner Parkway, Suite 200, Oklahoma City, OK 73120 Tel: 405-748-4100; Fax: 405-748-4111

Other than as specifically set forth in the Purchase Agreement, neither Fannie Mae nor any other party makes any representation, warranty, covenant or agreement as to the Mortgage Loans described herein, or as to the accuracy or completeness of the information provided herein.

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EXHIBIT A

SIGNIFICANT OWNERS OF FINANCIER

Provide the following information for all principals owning interest of 10% or more of Bidder:

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

Name: _____
Title: _____
Current Home Address: _____

INDIVIDUALS REQUIRING ACCESS TO DATA ROOM

Name: _____ Email: _____
City, State and Zip of Residence: _____

Name: _____ Email: _____
City, State and Zip of Residence: _____

Name: _____ Email: _____
City, State and Zip of Residence: _____

*add additional sheets as necessary

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EXHIBIT C

ADDITIONAL SALE REQUIREMENTS AND CONDITIONS TO THE SALE

The sale of the Mortgage Loans is subject to each of the following conditions and requirements. The Purchaser must acknowledge and agree that it shall comply with the requirements and conditions below that apply to the Purchaser. In addition, the Purchaser acknowledges and agrees that it shall cause its servicer to include in the related servicing agreement (the "Servicing Agreement") the requirements and conditions below that apply to the servicer. The Purchaser shall not be liable to Fannie Mae for any breach by the servicer of these requirements and conditions, to the extent such requirements and conditions apply to the servicer:

1. NPL Buyer and Servicer Requirements

    a. The NPL buyer must agree that it will adhere to the following requirements for each mortgage loan sold by the Enterprise in an NPL transaction, and it will require its Initial Servicer and any Subsequent Servicers (defined below) to adhere to these requirements for each such loan:

        i. The NPL buyer, the Initial Servicer, and any Subsequent Servicers must, or, in the case of the NPL Buyer, must cause, each loan to be serviced in a manner that is consistent with any requirements that would apply under federal law as if the loans still were owned or securitized by the Enterprise. This requirement includes section 4022 of the Coronavirus Aid, Relief and Economic Security Act of 2020 (the "CARES Act"), any subsequent federal legislation that amends, supplements or replaces the CARES Act, or any federal law or regulation that imposes similar servicing requirements on single-family mortgage loans that are owned or securitized by the Enterprise.

        ii. The NPL buyer, the Initial Servicer, and any Subsequent Servicers must adhere, or, in the case of the NPL Buyer, must cause adherence, to any foreclosure or eviction moratorium that may be imposed by the Federal Housing Finance Agency or by federal legislation applicable to single-family mortgage loans that are owned or securitized by the Enterprise.

        iii. The NPL buyer, the Initial Servicer, and any Subsequent Servicers must encourage, or, in the case of the NPL Buyer, cause encouragement of, sales to buyers who intend to occupy the property as their primary residence and non-profits for properties in Real Estate Owned (REO) status. The NPL buyer, the Initial Servicer, and any Subsequent Servicers must, or, in the case of the NPL Buyer, must cause, any NPL that becomes an REO property to be marketed for at least 30 days from the date that the property is listed on MLS to give buyers who intend to occupy the property as their primary residence and non-profits an opportunity to purchase the property during this period. During this 30-day period, the NPL buyer, Initial Servicer, and any Subsequent Servicers may only sell to buyers intending to occupy the properties as their primary residence and non-profit REO

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buyers. Buyers who intend to occupy the property as their primary residence will be required to sign an affidavit confirming their intent to occupy the property.

iv. The NPL buyer further agrees that it will not enter into, or allow its Initial Servicer or any Subsequent Servicers to enter into, any contract for deed, installment contract, lease with option to purchase agreement, or similar agreement that provides for a REO property purchaser or tenant to pay the REO Property seller in installments for a deed or a right to a deed to the REO property (a "Contract for Deed"), unless the tenant or purchaser, as the case may be, is a non-profit organization.

b. Neither the NPL buyer nor the Enterprise will be liable for any failure by the Initial Servicer, any Successor NPL Buyer, or by any Subsequent Servicer to report or comply with the servicing or REO sale requirements, including but not limited to failure to comply with the prohibition against entering into any Contract for Deed. Additionally, the Enterprise will not be liable for any failure by any NPL buyer to comply with the prohibition against entering into any Contract for Deed.

2. Servicing Requirements

a. The Initial Servicer and any Subsequent Servicers must:

i. Honor the terms of any foreclosure alternatives that have been offered to the borrower, but have not expired or been rejected, including but not limited to modifications and trial period plans;

ii. Perform obligations to complete applications for foreclosure alternatives or evaluate complete applications in process at the time of sale; and

iii. Inform all borrowers of applicable waterfall of resolution alternatives in paragraph 2.b. below and proceed with (i) the application of the waterfall based on borrower response and (ii) offering the borrower the foreclosure alternative(s) for which they are eligible.

b. With respect to all loans, except for Permissible Exclusions (as defined below), the Initial Servicer (and, if applicable, the successor servicer) must:

i. Evaluate all loans with a post-capitalized MTMLTV ratio less than or equal to 115% at the time of evaluation for a proprietary modification that provides a benefit to the borrower and has the potential to be sustained by the borrower over the life of the modification, and solicit those borrowers who are eligible; and

ii. Evaluate all loans with a post-capitalized MTMLTV ratio greater than 115% at the time of the evaluation for a proprietary modification that provides a benefit to the borrower,

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has the potential to be sustained by the borrower over the life of the modification, and includes principal forgiveness and/or arrearage forgiveness, and solicit those borrowers who are eligible.

iii. To the extent the proprietary modification includes an interest rate that adjusts over the term of the modification:

- the initial modified interest rate must be fixed for a period of at least five years from the effective date of the modification;
- the interest rate must not increase more than 1% per year after the first five years from the effective date of the modification; and
- the final modified interest rate must not exceed the greater of (i) the premodification interest rate or (ii) the 30-year Primary Mortgage Market Survey rate published by Freddie Mac as of the effective date of modification agreement.

iv. To the extent the proprietary modification includes an interest-only payment feature, it must only apply to an initial period and must be applied as the final step in the modification waterfall for loans that would not otherwise qualify for a proprietary modification.

c. Solicitation is required for all transferred loans; however, the Initial Servicer may be prohibited by the NPL buyer from engaging in solicitation in either or both of the following cases (each a "Permissible Exclusion"):

i. NPLs that have a foreclosure sale date within 60 days at time of servicing transfer in a judicial state and 30 days in a non-judicial state ("imminent sale date"); and

ii. Vacant or condemned properties as determined by a Broker Price Opinion report at the time of sale.

d. In connection with its evaluation or offering of a proprietary modification, the Initial Servicer may not charge any application, administrative, modification processing or similar fee. The Initial Servicer may not require the borrower to prepay any amount of the mortgage debt before conducting a modification evaluation or as a condition precedent to receiving a trial period plan or modification offer.

e. With respect to any transferred loan secured by a property that is vacant or condemned, the Initial Servicer may not constructively or actually abandon the lien on the property securing the loan. The Initial Servicer must resolve the delinquency through a foreclosure alternative,

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foreclosure, or a loan donation or loan sale, as appropriate, which may be to a non-profit or government entity.

f. The Initial Servicer must agree to service in accordance with the law, including CFPB requirements.

3. Disclosures

a. Within one week after bid award, the Enterprise will disclose to the general public, via a press release, the auction winner, the cover bid (second-highest bid) or the approximate weighted average bid for all pools, pool attributes, and key buyer/servicer eligibility requirements.

4. Reporting

a. Buyer/Initial Servicer will be required to report loan resolution results and borrower outcomes to the Enterprise for four years post NPL sale settlement, except for certain reperforming loans as described in Section 5. The Buyer/Initial Servicer will provide the reports at least every calendar quarter, with the first report due at the end of the first calendar quarter that is six months following settlement. Data fields included are in Appendix A. These may be amended as necessary.

b. The Enterprise will provide borrower outcomes at the pool level to FHFA for the four year reporting period after each Buyer/Initial Servicer report. FHFA and the Enterprises will work out what public reporting will occur and on what schedule. Buyer/Initial Servicer must acknowledge and agree that the Enterprises may disclose pool level outcomes to FHFA, which, in turn, may publicly disclose pool level outcomes.

5. Subsequent Transfers of Servicing by NPL Buyer

a. The NPL buyer is free to sell the loans or, subject to Section 3 above, transfer servicing at any time.

b. In connection with any subsequent transfer of servicing to a new servicer (each a "Subsequent Servicer") the following conditions must be included in the Subsequent Servicer's servicing contract:

c. Subsequent Servicers must comply with the same requirements applicable to the Initial Servicer as set forth in Section 1 and Section 2. The Subsequent Servicer must also provide post-settlement reporting consistent with that required in Section 4 above directly to the Enterprise or to the NPL buyer, which will then provide reporting to the Enterprise, for a period of four-years from the settlement date of the Enterprise sale to the NPL buyer.

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d. Subsequent Servicers will not be required to report on a re-performing loan if the loan was current for the last six months and at least 12 months have elapsed since its modification date or self-cure date, including time held by the Initial Servicer. Subsequent transfers of re-performing loans that do not meet these criteria will continue to be subject to the same reporting requirements as subsequent NPL transfers of servicing stated above. If a re- performing loan met these criteria, the Subsequent Servicer shall not be required to report on the loan even if the loan becomes delinquent at some point in the future.

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APPENDIX A | DATA DICTIONARY

#	CATEGORY	FIELD	POSSIBLE VALUE OR DESCRIPTION	EXAMPLE
1	Origination	Loan ID	Servicer's Loan ID. Will be the primary key*	24628288
2	Origination	Fannie Mae ID	Fannie Mae Loan ID	1714130162
3	At Loan Sale	Deal	Fannie Mae deal name of pool purchased	FNMA 2016-NPL3-2A
4	At Loan Sale	Deal Closing Date	Date of when NPL deal closed	7/25/2018
5	Loan Status	Quarter	Calendar quarter being reported	Q4 2016
6	Loan Status	Effective Date/Reporting Cutoff	Month of Data being reported	12/31/2015
7	At Loan Sale	New Servicer	Name of the new Servicer	Bayview
	Loan's Current Status. All the data below pertains to the current status of the loan. All modification information refers to modifications done since the sale of the loans:			
8	Loan Status	Loan Current Status	**Value:** Active Permanent Modification, Charge-off, Deed-in-Lieu, Delinquent: Modified Post NPL Sale, Delinquent: Never Modified Post NPL Sale, Foreclosure, In Foreclosure Process, In Trial Modification, Paid in Full, Repurchase, Self Cure, Short Cash Pay-off, Short Sale, Whole Loan Sale	Active Permanent Modification
9	Loan Status	Re-Performing Loan	A loan is considered re-performing if it was current for the last six (6) months and at least twelve (12) months have elapsed since its modification date or self-cure date. Yes or No	Yes
10	Loan Status	Mod Effective Date	If there was a trial mod, then Mod Effective Date = Trial Mod Start Date; If the loan was modified without a trial period, then the Mod Effective Date = Permanent Mod Date	1/1/1900
11	Loan Status	Post-Sale Trial Mod Flag	At the end of the reporting period, is the loan in a trial mod, Yes or No	No
12	Loan Status	Post-Sale Perm Mod Flag	Has the mod been 'officially' booked, Yes or No	Yes
13	Loan Status	Mod Date of Last Perm Mod	Date of Last Permanent Modification	1/1/1900
14	Loan Status	Number of Mods post the sale	Total Number of Permanent Modifications since the sale	1
15	Loan Status	BK Flag & Chapter	**Values**: 7, 11, 12, 13, BK Chapter Unknown, not in BK	7
16	Loan Status	Last Interest Payment Date	Date of Last Interest Payment	1/1/1900
17	Loan Status	Number of Months Delinquent	Number of Months the loan is delinquent	17
18	Loan Status	MBA Delinq Code	**Values**: C, 3, 6, 9, F, R, O	0
19	Loan Status	Lien Position	Initially based on the Lien Position as of Loan Sale, however if any changes are discovered the value needs to be updated	1
20	Loan Status	Payoff Date	Date the loan was liquidated	1/1/1900
21	Loan Status	Payoff Reason	**Values:** PIF, REO Sale, Foreclosure Sale, Repurchase, Short Cash Pay-off, Short Sale, Charge-Off, Whole Loan Sale	Short Sale
22	Loan Status	Foreclosure Disposition	**Values:** Third Party Sale, Active REO, REO Sold, REO Rental	Active REO
23	Loan Status	Deed-in-Lieu Date	Date Deed-in-Lieu Occurred	1/1/1900
24	Loan Status	Rented to Borrower	Yes or No, is the property being rented to the borrower?	No
25	Loan Status	Rent, if rented	**Values**: Use the bucket that applies 0; $1-$500; $501-$1000; $1,001-1,500; $1,501-2,000; $2,001-$2,500; $2,501-3,000; >.$3,000	$1,000-$1,500
26	Loan Status	Not in Active Servicing	Yes or No, is the borrower being worked for loss mitigation?	No
27	Res: Non-Liq	Current Balance (Actual)* includes forbearance	Current Balance with forbearance	$284,652.53
28	Res: Non-Liq	Interest Bearing Balance	Current Balance that is interest bearing	$220,000.00
29	Res: Non-Liq	Scheduled P&I (last known)	Current Scheduled P&I payment or, if liquidated, last known scheduled P&I payment	$919.46
	Modification Terms			
30	Res: Non-Liq	Mod Program	Type of Modification; HAMP, Shared Appreciation, Other	HAMP
31	Res: Non-Liq	Mod Type – Term/Rate Change	Was the term or the rate of the loan modified? If so, how? **Values:** Rate only, Term only, Rate & Term, No change	Rate & Term
32	Res: Non-Liq	Mod Type – Balance Change	Was the balance of the loan modified? If so, how? **Values**: Capitalization only, Forbearance only, Forgiveness only, Capitalization & Forbearance, Capitalization & Forgiveness, Forbearance & Forgiveness, Capitalization & Forbearance & Forgiveness, No change	Capitalization & Forbearance
33	Res: Non-Liq	Product Type (current)	**Values:** FIXED, ARM, STEP, GPM, BALLOON X/Y, X YR IO ARM, X YR IO FIXED	BALLOON 30/15
34	Res: Non-Liq	Amort Term (Current) - MOD DATE	Current Amortization Term for the loan	480
35	Res: Non-Liq	Maturity Date (Current) - MOD DATE	Current Maturity Date of the loan	1/1/1900
36	Res: Non-Liq	Initial Rate Period	If applicable, the number of months the Initial Rate is fixed post-modification	6
37	Res: Non-Liq	Initial IO Period	If applicable, the number of months an interest-only period applies	6
38	Res: Non-Liq	First Step Date (current note)	First Step Date	1/0/1900
39	Res: Non-Liq	Terminal Step Rate (current note)	Terminal Step Rate	1/0/1900
40	Res: Non-Liq	Number of Steps (current note)	Number of total Steps for step rate modification	0
41	Res: Non-Liq	Step Adjustment Frequency (current note)	Step Rate Adjustment Frequency	0
42	Res: Non-Liq	Step Size (current note)	Size of Step Rate	0
43	Res: Non-Liq	Current Interest Rate	Current Note Rate	4.00%
44	Res: Non-Liq	Current Front-end DTI @ Mod	Current Front-end DTI ratio at modification	38.00%
45	Res: Non-Liq	Cumulative Capitalized Amount - PITI	Cumulative Capitalized PITI Amount	$6,048.32
46	Res: Non-Liq	Cumulative Capitalized Amount – Corp Adv + Other	Cumulative Capitalized Corporate Advances + Other Amounts	$7,968.75
47	Res: Non-Liq	Cumulative Earned Forgiven Princ Balance	Cumulative Earned Forgiven Balance includes capitalized costs	0
48	Res: Non-Liq	Cumulative Arrearages Forgiven and not Capitalized	Cumulative Arrearages Forgiven and not Capitalized	0
49	Res: Non-Liq	Period Forborne Princ	Forborne Amount this Period includes capitalized costs	0
50	Res: Non-Liq	Period Earned Forgiven Princ	Earned Forgiven Amount this Period includes capitalized costs	0
51	Res: Non-Liq	Current Outstanding Unearned Princ Forgiveness	Outstanding Balance of Principle Forgiveness not yet earned	0
52	Res: Non-Liq	Period Principal Liquidation	Amount of Principal Liquidated in Current period	0
	Property Data, Loss Information, and Borrower Contact:			
53	Res: Non-Liq	Latest Property Valuation	Last Property Valuation Assessment	$292,000.00
54	Res: Non-Liq	Latest Property Valuation Type	**Values:** Drive By BPO, Internal BPO or Appraisal	Drive By BPO
55	Res: Non-Liq	Latest Property Valuation Date	Date of Last Property Valuation	1/1/1900
56	Res: Non-Liq	Last Known Verified Occupancy Status	**Values:** Owner Occupied, Non-Owner Occupied, Unknown, Vacant	Owner Occupied
57	Res: Liq	Cumulative Loss Amount (reported only at and post-liquidation)	Formula: Liq UPB-Liq Proceeds + Expenses & Advances (positive #). **Possible Values** (Select the corresponding bucket based on the result of the preceding formula): <=50; 1-$25,000; $25,001-$50,000; $50,001-$75,000; $75,001-$100,000; $100,001-$125,000; $125,001-$150,000; >$150,000. Field should only be populated once the loan has been liquidated.	1-$25,000
58	Res: Non-Liq	Marketed for 20 days to Owner Occupants	Yes or No, if the property is now REO, has the property been marketed to Owner Occupants only for 20 days?	Yes
59	Res: Non-Liq	REO Buyer Type	**Values:** Owner Occupant, Non-Profit, Investor, Unknown	Owner Occupant
60	Res: Liq	REO Sale Bid Acceptance Date	Date the REO Sale Bid was accepted. This is only applicable to REO Properties being marketed after the sale.	1/1/1900
61	Res: Liq	REO MLS Listing Start Date	Date the REO Property was first listed on MLS. This is only applicable to REO Properties being marketed after the sale. If a property is listed multiple times this date should only reflect the initial listed date.	1/1/1900
62	Res: Non-Liq	Last Contact Date	Last date the borrower was actually contacted	1/1/1900
63	Res: Non-Liq	Last Contact Attempt	If contact was not made (see above), provide the last date the borrower was actually contacted	1/1/1900
	Whole Loan Sale Information:			
64	Res: Liq	Name of New Investor	If the loan was sold to a new investor and the loan status is Whole Loan Sale, provide the name of the purchasing investor	ABC Investor, LLC
65	Res: Liq	Name of New Servicer	If the loan was sold to a new investor and the loan status is Whole Loan Sale, provide the name of the servicer it was service transferred to.	XYZ Servicer
	Foreclosure/Eviction Moratorium and CARES Act Compliance:			
66	Res: Non-Liq	Any and all applicable FHFA & Fannie Mae foreclosure moratoriums related to the COVID pandemic have been honored	Yes or No, were any and all applicable FHFA & Fannie Mae foreclosure moratoriums related to the COVID pandemic honored?	Yes
67	Res: Non-Liq	Any and all applicable FHFA & Fannie Mae eviction moratoriums related to the COVID pandemic have been honored	Yes or No, were any and all applicable FHFA & Fannie Mae eviction moratoriums related to the COVID pandemic honored?	Yes
68	Res: Non-Liq	CARES ACT / COVID related Forbearance Plan requested by borrower	Yes or No, the borrower requested being put on a CARES Act / COVID related forbearance plan?	Yes
69	Res: Non-Liq	Date CARES ACT / COVID related Forbearance Plan was extended to borrower	If Yes, the borrower requested being put on a CARES Act / COVID related forbearance plan, what date was it extended to them?	1/1/1900

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