**[NOTE: USE THIS RESERVATION OF RIGHTS FORM FOR SMALL BALANCE, CONVENTIONAL, OR SECURITIZED Q-DEAL LOANS WHERE A DEFAULT APPEARS LIKELY OR IMMINENT. DO NOT USE THIS FORM WHEN A DEFAULT HAS ALREADY OCCURRED. FOR A BOND CREDIT ENHANCEMENT DEAL, CONTACT FREDDIE MAC.]**

**[NOTE: CONFIRM ALL LOAN DOCUMENT SECTION REFERENCES IN THIS FORM]**

[**Letterhead**]

[Date]

***VIA ELECTRONIC MAIL***

|  |  |
| --- | --- |
| **Borrower:** | **Guarantor:** |
| [Name]  Attention: [Notice Person]  [e-mail address] | [Name]  Attention: [Notice Person]  [e-mail address] |

|  |
| --- |
| **Guarantor:** |
| [Name]  Attention: [Notice Person]  [e-mail address] |

Re: Freddie Mac Loan Number: [**XXXXXXXXX**] (“**Loan**”)

[Servicer Loan Number: XXXXXXXX]

Property: [Property Name] (“**Property**”)

[Property Street]

[Property City, State ZIP]

Dear Borrower and Guarantor(s):

**[USE THIS FIRST PARAGRAPH FOR SECURITIZED LOANS]**

The Federal Home Loan Mortgage Corporation (“**Master Servicer**”) services the Loan on behalf of [Name of Trustee], as Trustee, for the benefit of holders of [Name of Depositor], Multifamily Mortgage Pass-Through Certificates, Series [20XX-XXXX] (“**Lender**”), the current owner of the Loan. Additional servicing duties for the Loan are handled by [Name of Primary Servicer] (“**Primary Servicer**,” together with Master Servicer, “**Servicer**”).

**[USE THIS FIRST PARAGRAPH FOR PORTFOLIO LOANS]**

[Name of Servicer] (“**Servicer**”) services the Loan on behalf of the Federal Home Loan Mortgage Corporation (“**Lender**” or “**Freddie Mac**”).

The Note, Security Instrument, Loan Agreement (if applicable), Guaranty (if applicable), and all other documents executed in connection with the Loan are referred to collectively in this notice as “**Loan Documents**”. Capitalized terms not defined in this notice have the meanings given to them in the Loan Documents.

[Describe issue involving compliance with the Loan Documents.] Borrower has a strict obligation to comply with the terms of the Loan Documents, including the following provisions:

**[INSERT LOAN AGREEMENT SECTION(S) THAT STATE THE RELEVANT BORROWER OBLIGATION:]**

|  |  |
| --- | --- |
| **Loan Document & Section** | **Summary of Borrower Obligation** |
| [Example: Loan Agreement Section \_\_] | [Insert language from the cited Loan Document stating the relevant Borrower obligation.] |
| [Add rows for additional Loan Document sections as needed.] |  |

Failure to comply with these requirements may result, or may have already resulted, in an Event of Default under the Loan Documents.

While we are hopeful that this matter can be resolved quickly and to the satisfaction of the Lender, we must advise you that if it is not, Lender may have no choice but to exercise its rights and remedies under the Loan Documents, including: (1) assessing default interest; (2) accelerating the Loan; (3) foreclosing on the Property; and (4) availing itself of any other rights and/or remedies available at law or equity.

Except as provided for above, nothing in this notice and no action or inaction by Lender or Servicer, including acceptance of monies due or performance by Borrower or Guarantor (if applicable) of any other obligation under the Loan Documents, will (i) relieve Borrower or Guarantor (if applicable) from any of their duties, obligations, covenants or agreements under the Loan Documents; (ii) amount to a waiver of any default by Borrower or Guarantor (if applicable) or limit the exercise of any right or remedy available to Lender; or (iii) modify the terms of the Loan Documents, all of which remain in full force and effect. Pursuant to the Loan Documents, Borrower must pay all costs associated with Lender’s exercise of any such rights and remedies, including the fees and costs of Lender’s and Servicer’s attorneys and in-house counsel.

This notice is being transmitted to you only as a courtesy and does not mean that you or any other party are entitled to a written notice. ALL RIGHTS ARE HEREBY EXPRESSLY RESERVED.

If you have any questions regarding this matter, please contact [name] at [e-mail address] or [telephone number].

Sincerely,

[Servicer contact]

cc: [Master Servicer/Freddie Mac contact]