



**CONNECTICUT AVENUE SECURITIES TRUST 2023-R02**  
Issuer

**Fannie Mae**  
Trustor, Administrator and Master Servicer

**CONNECTICUT AVENUE SECURITIES, SERIES 2023-R02**

\$709,137,000  
(Approximate)  
**Confidential Term Sheet**

February 2, 2023

Computershare Trust Company, N.A.  
Indenture Trustee, Exchange Administrator, Investment Agent and Custodian

U.S. Bank Trust National Association  
Delaware Trustee



Structuring Lead and Joint Bookrunner



Co-Lead Manager and Joint Bookrunner



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kind from the commencement of discussions, the U.S. federal and state income tax treatment and tax structure of the proposed transaction described herein and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure. For this purpose, "tax structure" is limited to facts relevant to the U.S. federal and state income tax treatment of the proposed transaction described herein and does not include information relating to the identity of the parties, their affiliates, agents or advisors.

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**CLASS 1M-1, CLASS 1M-2, CLASS 1B-1 and CLASS 1B-2 NOTES\***  
**\$709,137,000\*\* (Approximate)**

Class or Interest	Approximate Initial Class Principal Balance or Class Notional Amount (\$) <sup>(1)</sup>		Expected Approximate Initial Credit Support (%)	Class Coupon <sup>(2)</sup>	Class Coupon Minimum Rate	Expected Ratings (S&P/DBRS)	Expected WAL (yrs) <sup>(1)</sup>	Expected Principal Payment Window (mos) <sup>(1)</sup>	Interest Accrual Basis	Maturity Date <sup>(3)</sup>	Class or Interest Type
	Amount Issued	Reference Tranches									
1A-H <sup>(4)</sup>	Reference Tranche Only	\$19,298,723,365	4.75%								Senior
1M-1* <sup>(5)</sup>	\$375,337,000		2.80%	SOFR + %	0%	BBB+ (sf) / A (low) (sf)	1.91	1 – 50	Actual/360	January 2043	Mezzanine
1M-1H <sup>(4)</sup>	Reference Tranche Only	\$19,754,974	2.80%								Mezzanine
1M-2A <sup>(5)(6)</sup>	\$51,328,000		2.53%	SOFR + %	0%	BBB (sf) / BBB (high) (sf)	4.53	50 – 60	Actual/360	January 2043	Mezzanine
1M-AH <sup>(4)</sup>	Reference Tranche Only	\$2,701,672	2.53%								Mezzanine
1M-2B <sup>(5)(6)</sup>	\$51,328,000		2.27%	SOFR + %	0%	BBB (sf) / BBB (sf)	4.96	60 – 60	Actual/360	January 2043	Mezzanine
1M-BH <sup>(4)</sup>	Reference Tranche Only	\$2,701,672	2.27%								Mezzanine
1M-2C <sup>(5)(6)</sup>	\$51,328,000		2.00%	SOFR + %	0%	BBB- (sf) / BBB (sf)	4.96	60 – 60	Actual/360	January 2043	Mezzanine
1M-CH <sup>(4)</sup>	Reference Tranche Only	\$2,701,672	2.00%								Mezzanine
1M-2* <sup>(6)</sup>	\$153,984,000		2.00%	SOFR + %	0%	BBB- (sf) / BBB (sf)	4.82	50 – 60	Actual/360	January 2043	RCR/Mezzanine
1B-1A <sup>(5)(6)</sup>	\$56,984,000		1.63%	SOFR + %	0%	BB+ (sf) / BBB (low) (sf)	4.96	60 – 60	Actual/360	January 2043	Subordinate
1B-AH <sup>(4)</sup>	Reference Tranche Only	\$18,995,226	1.63%								Subordinate
1B-1B <sup>(5)(6)</sup>	\$56,984,000		1.25%	SOFR + %	0%	BB- (sf) / BB (sf)	4.96	60 – 60	Actual/360	January 2043	Subordinate
1B-BH <sup>(4)</sup>	Reference Tranche Only	\$18,995,226	1.25%								Subordinate
1B-1* <sup>(6)</sup>	\$113,968,000		1.25%	SOFR + %	0%	BB- (sf) / BB (sf)	4.96	60 – 60	Actual/360	January 2043	RCR/Subordinate
1B-2* <sup>(5)(6)</sup>	\$65,848,000		0.60%	SOFR + %	0%	B- (sf) / B (sf)	4.96	60 – 60	Actual/360	January 2043	Subordinate
1B-2H <sup>(4)</sup>	Reference Tranche Only	\$65,849,325	0.60%								Subordinate
1B-3H <sup>(4)</sup>	Reference Tranche Only	\$121,566,761	0.00%	SOFR + 15.00% <sup>(7)</sup>	0%						Subordinate
X-IO <sup>(8)</sup>	(8)					(8)					Excess IO
R <sup>(9)</sup>	\$0										Residual Interest
RL <sup>(9)</sup>	\$0										Residual Interest
<b>Total:</b>	<b>\$709,137,000**</b>	<b>\$19,551,989,893</b>									

\* Offered on the Closing Date (the "Offered Notes").

\*\* Including only Offered Notes.

Holders of certain Classes may exchange them for Classes of the corresponding Classes of Related Combinable and Recombinable Notes (the "RCR Notes") to be delivered at the time of exchange. The Classes of RCR Notes are the Class 1M-2, Class 1A-I1, Class 1A-I2, Class 1A-I3, Class 1A-I4, Class 1E-A1, Class 1E-A2, Class 1E-A3, Class 1E-A4, Class 1B-I1, Class 1B-I2, Class 1B-I3, Class 1B-I4, Class 1E-B1, Class 1E-B2, Class 1E-B3, Class 1E-B4, Class 1C-I1, Class 1C-I2, Class 1C-I3, Class 1C-I4, Class 1E-C1, Class 1E-C2, Class 1E-C3, Class 1E-C4, Class 1E-D1, Class 1E-D2, Class 1E-D3, Class 1E-D4, Class 1E-D5, Class 1E-F1, Class 1E-F2, Class 1E-F3, Class 1E-F4, Class 1E-F5, Class 1-J1, Class 1-J2, Class 1-J3, Class 1-J4, Class 1-K1, Class 1-K2, Class 1-K3, Class 1-K4, Class 1-X1, Class 1-X2, Class 1-X3, Class 1-X4, Class 1-Y1, Class 1-Y2, Class 1-Y3, Class

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1-Y4, Class 1M-2Y, Class 1M-2X, Class 1B-1, Class 1B-1Y, Class 1B-1X, Class 1B-2Y and Class 1B-2X Notes. For a more detailed description of the RCR Notes, see Schedule I hereto.

Information is preliminary and subject to final collateral and legal review. The analyses, calculations and valuations herein are based on certain assumptions and data provided by third parties that may vary from the actual characteristics of the final collateral. Investors should rely on the information contained in the final offering memorandum.

- (1) The principal amounts and notional amounts presented in this term sheet are approximate and subject to a +/- 5% variance. Weighted average lives and principal payment windows (if applicable) with respect to the Class 1M-1 Notes, Class 1M-2A Notes, Class 1M-2B Notes, Class 1M-2C Notes, Class 1M-2 Notes, Class 1B-1A Notes, Class 1B-1B Notes, Class 1B-1 Notes and Class 1B-2 Notes (together with the additional Classes of RCR Notes set forth on Schedule I hereto, the "Notes") assume that no Credit Events or Modification Events occur, prepayments occur at the pricing speed of 10% CPR (calculated from the Closing Date), the Notes pay on the 25th day of each month beginning in February 2023 and the Early Redemption Option is exercised on the Payment Date in January 2028.
- (2) Each Class of Offered Notes will be sold at a price of par.
- (3) The Class Principal Balance of any outstanding Notes will be paid in full on the earlier to occur of the Early Redemption Date, if any, and the Maturity Date.
- (4) The Class 1A-H Reference Tranche, Class 1M-1H Reference Tranche, Class 1M-AH Reference Tranche, Class 1M-BH Reference Tranche, Class 1M-CH Reference Tranche, Class 1B-AH Reference Tranche, Class 1B-BH Reference Tranche, Class 1B-2H Reference Tranche and Class 1B-3H Reference Tranche will not have corresponding Notes and will be referenced only in connection with making calculations of payments required to be made by the Issuer and reductions and increases in the principal amounts of the Notes.
- (5) The Class 1M-1 Notes, Class 1M-2A Notes, Class 1M-2B Notes, Class 1M-2C Notes, Class 1B-1A Notes, Class 1B-1B Notes and Class 1B-2 Notes will have corresponding Reference Tranches for the purpose of making calculations of principal payments required to be made by the Issuer and reductions and increases in the principal amounts of the Notes.
- (6) The Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes are collectively referred to as the "Exchangeable Notes." The Holders of the Class 1M-2 Notes may exchange all or part of that Class for proportionate interests in the Class 1M-2A, Class 1M-2B and Class 1M-2C Notes, and vice versa. The Holders of the Class 1B-1 Notes may exchange all or part of that Class for proportionate interests in the Class 1B-1A and Class 1B-1B Notes, and vice versa. Additionally, the Holders of the Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes may exchange all or part of those Classes for proportionate interests in the Classes of Related Combinable and Recombinable Notes (the "RCR Notes") in the applicable combinations set forth on Schedule I hereto, and vice versa. Holders of certain Classes of RCR Notes may further exchange all or part of those Classes for proportionate interests in other RCR

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Notes in the applicable combinations set forth on Schedule I hereto, and vice versa. Of the Exchangeable Notes and the RCR Notes, only the Class 1M-2, Class 1B-1 and Class 1B-2 Notes are Offered Notes.

- (7) The Class 1B-3H Reference Tranche is assigned a class coupon solely for purposes of calculations in connection with the allocation of Modification Loss Amounts to the Subordinate Reference Tranches.
- (8) The X-IO Interest will be an uncertificated interest issued by the Issuer and held by Fannie Mae. The X-IO Interest will have no principal balance. So long as the X-IO Interest is outstanding, it will represent the entitlement on any Payment Date to the excess, if any, of (i) the amount payable in respect of the IO Q-REMIC Interest and the Legacy X-IO Interest for such Payment Date over (ii) the Transfer Amount for the related Remittance Date. The X-IO Interest will not be offered.
- (9) The Class R and Class RL Certificates, which will be issued by the Issuer and retained by Fannie Mae, will constitute residual interests under U.S. Treasury regulations. The Class R and Class RL Certificates will not be offered.



## Transaction Overview

On the Closing Date, the Issuer will issue the Notes. The Initial Purchasers will sell the Notes and the Issuer will deliver the gross proceeds of the sale of the Notes to the Custodian for deposit in a securities account (the "Cash Collateral Account"). The Notes will be subject to the credit and principal payment risk of the related portion of a certain pool (the "Reference Pool") of residential mortgage loans (the "Reference Obligations") held in various Fannie Mae-guaranteed MBS. Except as described below, the actual cash flows from the Reference Obligations will never be paid to the holders of the Notes (the "Noteholders" or "Holders," and each, a "Noteholder" or a "Holder"). The Issuer will make monthly payments of accrued interest and periodic payments of principal to the Noteholders. The Notes will be issued at par and, except for the Interest Only RCR Notes (as defined herein) and certain other RCR Notes, will be 20-year, uncapped SOFR-based floaters.

On the Termination Date, the Class Principal Balances of all outstanding Notes will be paid in full. If there are unrecovered losses on any Notes as of the Termination Date, holders of those Notes will be entitled to certain projected recovery payments on that date.

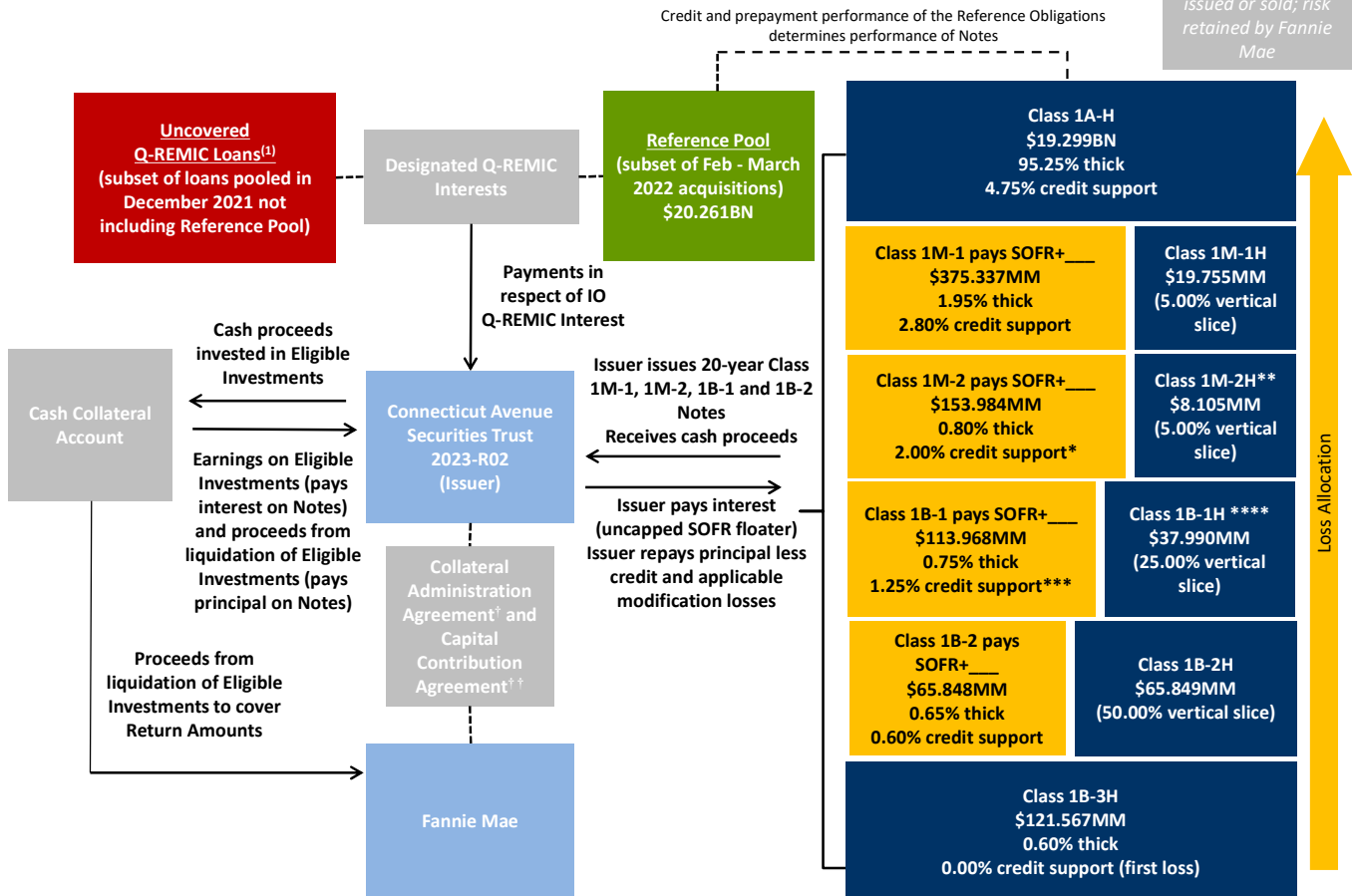
The "Offered Notes" consist of the Class 1M-1, Class 1M-2, Class 1B-1 and Class 1B-2 Notes. The transaction is structured to afford investors pass-through economic exposure to the Reference Obligations and provide Fannie Mae reimbursement for specified losses it incurs with respect to Reference Obligations that experience losses relating to Credit Events and Modification Events. Reimbursement of Fannie Mae for such specified losses is achieved in part by allowing the Issuer to reduce the outstanding Class Principal Balances of the Notes related to the designated Credit Events and Modification Events on the Reference Obligations. The occurrence of certain Credit Events or Modification Events on the Reference Obligations could result in write-downs of the Class Principal Balances of the Notes to the extent losses are realized on such Reference Obligations as a result of these events. In addition, the interest entitlement of the Notes may be subject to reduction based on the occurrence of Modification Events on these Reference Obligations to the extent losses are realized with respect thereto.

The sources of payments on the Notes consist of investment earnings and liquidation proceeds of short-term, liquid investments held in the Cash Collateral Account, amounts received by the Issuer under the Collateral Administration Agreement and Capital Contribution Agreement, and certain amounts received in respect of REMIC interests issued by separate REMIC trusts previously established by Fannie Mae and assigned by Fannie Mae to the Issuer, each as further described in this term sheet. The transaction has been structured so that the capital structure and cash flow allocations relative to principal payments of the Notes are reflective of private label senior/subordinate residential mortgage backed securities. Accordingly, the Notes may not receive allocations in respect of scheduled and unscheduled principal unless target credit enhancement and delinquency percentages have been maintained. However, unlike securities in some senior/subordinate private label residential mortgage-backed securitizations, the principal payments required to be paid by the Issuer on the Notes will be based in part on the principal that is actually collected on the Reference Obligations, rather than on the entire amount of scheduled payments due on those Reference Obligations as further described herein.

Capitalized terms used in this term sheet are defined when first used or in the "*GLOSSARY OF CERTAIN DEFINED TERMS*."



Note: Tranches labeled "H" are not issued or sold; risk retained by Fannie Mae



(1) "Uncovered Q-REMIC Loans" represents a portion of the loans that were pooled in various Fannie Mae MBS trusts established in December 2021 that made REMIC elections. Such loans either (x) did not meet the Eligibility Criteria at time of acquisition and/or the Cut-Off Date or (y) would meet the Eligibility Criteria but were included in a previous Fannie Mae risk sharing transaction or are expected to be included in an alternative Fannie Mae risk sharing transaction. In no event will an Uncovered Q-REMIC Loan be a Reference Obligation or an uncovered Q-REMIC loan in any other Fannie Mae REMIC risk sharing transaction.

† Provides for (i) payment by Fannie Mae of Transfer Amounts (to the extent not otherwise paid from the IO Q-REMIC Interest and the Legacy X-IO Interest) and any Return Reimbursement Amounts to the Issuer and (ii) payment by Issuer of Return Amounts to Fannie Mae.  
 †† Provides for payment by Fannie Mae of Capital Contribution Amounts to the Issuer.

Transfer Amounts are paid through to Holders in respect of interest on the Notes; Return Reimbursement Amounts are paid through to Holders in respect of principal of the Notes; portions of Capital Contributions Amounts are paid through to Holders in respect of interest on the Notes and portions are paid through to Holders in respect of principal on the Notes.

\* Approximate initial credit support will be 2.53% for the Class 1M-2A Notes, 2.27% for the Class 1M-2B Notes and 2.00% for the Class 1M-2C Notes.  
 \*\* Shown for illustrative purposes only. Represents the sum of the Class Notional Amounts of the Class 1M-AH, Class 1M-BH and Class 1M-CH Reference Tranches. Losses are allocated to such Reference Tranches in reverse order.  
 \*\*\* Approximate initial credit support will be 1.63% for the Class 1B-1A Notes and 1.25% for the Class 1B-1B Notes.  
 \*\*\*\* Shown for illustrative purposes only. Represents the sum of the Class Notional Amounts of the Class 1B-AH and Class 1B-BH Reference Tranches. Losses are allocated to such Reference Tranches in reverse order.





**GENERAL INFORMATION**

<b>Issuer</b>	Connecticut Avenue Securities Trust 2023-R02, a Delaware statutory trust
<b>Trustor, Administrator and Master Servicer</b>	Fannie Mae
<b>Title of Series</b>	Connecticut Avenue Securities, Series 2023-R02
<b>Offered Notes</b>	Class 1M-1, Class 1M-2, Class 1B-1 and Class 1B-2 Notes
<b>Delaware Trustee</b>	U.S. Bank Trust National Association, not in its individual capacity but solely in its capacity as Delaware Trustee of the Issuer pursuant to an amended and restated trust agreement, dated as of the Closing Date (the "Trust Agreement") among the Delaware Trustee, Fannie Mae, as Trustor and Administrator, and Computershare Trust Company, N.A. as certificate registrar and certificate paying agent. Fees, expenses and indemnities of the Delaware Trustee will be paid by the Administrator.
<b>Indenture Trustee</b>	Computershare Trust Company, N.A. Fees, expenses and indemnities of the Indenture Trustee will be paid by the Administrator.
<b>Exchange Administrator</b>	Computershare Trust Company, N.A. The Exchange Administrator for the RCR Notes and the Exchangeable Notes will, among other duties, administer all exchanges of RCR Notes for Exchangeable Notes and vice versa, which will include receiving written notices of requests for such exchanges from Noteholders, accepting the Notes to be exchanged, and giving written notice to the Indenture Trustee of all such exchanges (unless the Exchange Administrator and the Indenture Trustee are the same entity, in which event no such written notice will be required).
<b>Custodian</b>	Computershare Trust Company, N.A. Fees, expenses and indemnities of the Custodian will be paid by the Administrator.
<b>Investment Agent</b>	Computershare Trust Company, N.A. or an affiliate thereof. Pursuant to an investment agency agreement among the Investment Agent, the Custodian, the Administrator and the Issuer (the "Investment Agency Agreement"), the Investment Agent will invest the funds in the Cash Collateral Account in Eligible Investments. The Investment Agency Agreement will set forth investment guidelines and will list specific Eligible Investments in which the Investment Agent is to invest such

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funds. Fees, expenses and indemnities of the Investment Agent will be paid by the Administrator.

**Lead Managers and Joint Bookrunners**

Wells Fargo Securities (Structuring Lead) and BofA Securities (Co-Lead Manager)

**Co-Managers**

Citigroup, Morgan Stanley, Nomura and StoneX

**Selling Group Members**

Siebert Williams Shank & Co., LLC and Drexel Hamilton, LLC

**Payment Date**

The 25th day of each calendar month (or, if not a business day, the following business day), commencing in February 2023. The "Remittance Date" is the business day immediately preceding each Payment Date.

**Assets of the Issuer**

The Cash Collateral Account (including the investments held therein), the Designated Q-REMIC Interests, the Legacy X-IO Interest, the Note Distribution Account, and the rights of the Issuer under the Collateral Administration Agreement, the Capital Contribution Agreement, the Securities Account Control Agreement and the Investment Agency Agreement, all of which will be pledged to the Indenture Trustee for the benefit of Fannie Mae under the Collateral Administration Agreement and the Noteholders.

**Designated Q-REMIC Interests**

REMIC regular interests issued by a Fannie Mae trust pursuant to a master trust agreement dated as of May 1, 2018.

The Designated Q-REMIC Interests consist of (i) one or more interest-only REMIC regular interests related to certain interest cash flows from the Reference Obligations and certain of the Uncovered Q-REMIC Loans (the "IO Q-REMIC Interest") and (ii) one or more subordinate REMIC regular interests related to the Reference Obligations (the "Subordinate Q-REMIC Interest").

On the Closing Date, Fannie Mae will contribute the Designated Q-REMIC Interests to the Issuer and the Issuer will pledge the Designated Q-REMIC Interests under the Indenture to the Indenture Trustee for the benefit of Fannie Mae under the Collateral Administration Agreement and the Noteholders.

The Designated Q-REMIC Interests will be held in an account (the "Designated Q-REMIC Interests Account") established pursuant to the Indenture.

See "*INVESTMENT CONSIDERATIONS — United States Federal Tax Consequences*" below for a description of the



related features.

**Legacy X-IO Interest**

The X-IO REMIC regular interest issued by a previous Connecticut Avenue Securities Trust. On the Closing Date, Fannie Mae will contribute the Legacy X-IO Interest to the Issuer as part of the consideration for the X-IO Interest. The Legacy X-IO Interest will be held in the Designated Q-REMIC Interests Account established pursuant to the Indenture.

**Cash Collateral Account**

An account to be established on the Closing Date in the name of the Issuer. The Custodian will invest (at the written direction of the Investment Agent, unless the Custodian and the Investment Agent are the same entity, in which event no such written direction will be required) amounts held in the Cash Collateral Account in Eligible Investments pursuant to the Investment Agency Agreement. The Investment Agent will liquidate Eligible Investments held in the Cash Collateral Account to pay any Return Amounts due to Fannie Mae on any Remittance Date and, to the extent available after payment of such Return Amounts, deposit the proceeds in the Note Distribution Account for payment to Noteholders in respect of principal due on the Notes on the related Payment Date. Investment earnings on Eligible Investments held in the Cash Collateral Account during the related Investment Accrual Period will be deposited in the Note Distribution Account for payment to Noteholders in respect of interest; *provided* that any investment earnings in excess of the SOFR Interest Component for such Payment Date will be retained in the Cash Collateral Account until the Termination Date and will at no time be available for payment to Noteholders.

The rights of the Noteholders in the Cash Collateral Account will be subordinate to Fannie Mae's right to receive Return Amounts for so long as the Notes remain outstanding.

**Eligible Investments**

Each of the following investments; *provided* that such investment is scheduled to mature on or before the immediately following Remittance Date, and all cash proceeds thereof: (a) obligations issued or fully guaranteed by the U.S. government; (b) repurchase obligations involving any security that is an obligation of, or fully guaranteed by, the U.S. government or any agency or instrumentality thereof, and entered into with a depository institution or trust company (as principal) subject to supervision by U.S. federal or state banking or depository institution authorities; *provided* that (i) such institution has a short-term issuer rating of "A-1+", "P1", "F1+" or equivalent from a nationally recognized statistical rating organization, (ii)



if Fitch Ratings, Inc. has been engaged to provide a rating on the Rated Notes, such institution must have a short-term issuer rating of "F1+", (iii) if S&P Global Ratings, a Standard & Poor's Financial Services LLC business, has been engaged to provide a rating on the Rated Notes, such institution must have a short-term issuer rating of "A-1+", and (iv) if Moody's has been engaged to provide a rating on the Rated Notes, such institution must have a short-term issuer rating of 'P-1' from Moody's; and (c) U.S. government money market funds that are designed to meet the dual objective of preservation of capital and timely liquidity; *provided* that if Moody's has been engaged to provide a rating on the Rated Notes, such money market funds must be rated at least 'AAA-mf' from Moody's.

Notwithstanding the foregoing, in the event an investment fails to qualify under (a), (b) or (c) above, the proceeds of the sale of such investment will be deemed to be liquidation proceeds of an Eligible Investment for all purposes of the Indenture; *provided* that such liquidation proceeds are promptly reinvested in Eligible Investments that qualify in accordance with one of the foregoing. With respect to money market funds, the maturity date will be determined under Rule 2a-7 under the Investment Company Act.

The offering memorandum will set out any additional requirements relating to Eligible Investments.

**Securities Account Control Agreement**

The Issuer, the Indenture Trustee, the Custodian and the Administrator will enter into a Securities Account Control Agreement under which the Custodian will hold all Eligible Investments in the Cash Collateral Account and will serve as securities intermediary for the Cash Collateral Account and the Designated Q-REMIC Interests Account.

**Note Distribution Account**

An account to be established on the Closing Date in the name of the Indenture Trustee for the benefit of the Noteholders. The Note Distribution Account will include deposits from time to time of (a) investment income earned on Eligible Investments held in the Cash Collateral Account (up to the amount of the SOFR Interest Component for a Payment Date), (b) proceeds from the liquidation of those Eligible Investments, (c) due and payable Transfer Amounts, Capital Contribution Amounts and Return Reimbursement Amounts and (d) without duplication of the amounts set forth in clauses (a) through (c) above, other amounts payable to the Issuer in respect of the Designated Q-REMIC Interests and the Legacy X-IO Interest; *provided* that, so long as the X-IO Interest is outstanding, amounts payable in respect of the X-IO Interest will not be deposited in the Note



Distribution Account and instead will be paid to the holder thereof.

**Collateral Administration Agreement**

Simultaneously with the issuance of the Notes, Fannie Mae, the Issuer and the Indenture Trustee will enter into a Collateral Administration Agreement.

The Collateral Administration Agreement will provide that, on each Remittance Date:

- Fannie Mae will pay to the Issuer, by deposit into the Note Distribution Account or otherwise, (a) the Transfer Amount for such Remittance Date, it being understood that the Trust Estate Yield for the related Payment Date will be deemed to satisfy, up to the amount thereof, the foregoing payment obligation of Fannie Mae and (b) the Return Reimbursement Amount, if any, for such Remittance Date; and
- the Issuer will pay to Fannie Mae the Return Amount, if any, for such Remittance Date.

The Collateral Administration Agreement is subject to early termination following the occurrence of certain events described below. The "CAA Early Termination Date" is a Payment Date that is designated as an early termination date following the occurrence of such an event or following any termination of the Capital Contribution Agreement. The occurrence of a CAA Early Termination Date will constitute an Early Redemption Date for the Notes.

The CAA Early Termination Date will be the Payment Date following the occurrence of any of the following events (each, a "CAA Early Termination Event"):

- a final SEC determination that the Issuer must register as an investment company under the Investment Company Act;
- an acceleration of the maturity of the Notes under the Indenture; or
- failure of Fannie Mae to make a required payment under the Collateral Administration Agreement, which failure continues unremedied for 30 days following receipt of written notice of such failure.

Additionally, Fannie Mae may in its sole discretion designate as the CAA Early Termination Date the Payment Date following



the occurrence of any of the following events (each, a "CAA Trigger Event"):

- accounting, insurance or regulatory changes after the Closing Date that, in Fannie Mae's reasonable determination, have a material adverse effect on Fannie Mae;
- legal, regulatory or accounting requirements or guidelines that, in Fannie Mae's reasonable determination, materially affect the financial position, accounting treatment or intended benefit of or to Fannie Mae;
- a requirement, in Fannie Mae's reasonable determination after consultation with external counsel (which will be a nationally recognized and reputable law firm), that Fannie Mae or any other transaction party must register as a "commodity pool operator" under the Commodity Exchange Act solely because of its participation in the transaction;
- material impairment of the Fannie Mae's rights under the Collateral Administration Agreement due to the amendment or modification of any transaction document; or
- failure of the Issuer to make a required payment under the Collateral Administration Agreement, which failure continues unremedied for 30 days following receipt of written notice of such failure.

**Transfer Amount**

For a Remittance Date, the excess of (a) the aggregate Interest Payment Amount for the related Payment Date over (b) the SOFR Interest Component for such Payment Date.

The "SOFR Interest Component" for a Payment Date is an amount equal to the product of (i) 30-day Average SOFR for such Payment Date, (ii) the aggregate Class Principal Balance of the Notes immediately preceding such Payment Date and (iii) a fraction, the numerator of which is the actual number of days in the related Note Accrual Period and the denominator of which is 360.

**Trust Estate Yield**

For any Payment Date, the cash flow yield on the assets contributed by Fannie Mae and constituting part of the trust estate of the Issuer (including the IO Q-REMIC Interest and the



Legacy X-IO Interest, but excluding the Subordinate Q-REMIC Interest and Eligible Investments held in the Cash Collateral Account) in respect of such Payment Date.

**Return Amount**

For any Remittance Date, the aggregate Tranche Write-down Amounts, if any, allocated to reduce the Class Principal Balance of each applicable outstanding Class of Notes on the related Payment Date (without regard to any exchanges of Exchangeable Notes for any RCR Notes).

**Return Reimbursement Amount**

For any Remittance Date, an amount equal to the aggregate Tranche Write-up Amounts, if any, allocated to increase the Class Principal Balance of each applicable outstanding Class of Notes on the related Payment Date (without regard to any exchanges of Exchangeable Notes for any RCR Notes).

**Capital Contribution Agreement**

Simultaneously with the issuance of the Notes, Fannie Mae, the Issuer and the Indenture Trustee will enter into a Capital Contribution Agreement under which Fannie Mae will pay any Capital Contribution Amounts to the Issuer by deposit into the Note Distribution Account on each Remittance Date.

The Capital Contribution Agreement is subject to termination upon the occurrence of a CAA Early Termination Date under the Collateral Administration Agreement.

**Capital Contribution Amount**

For a Remittance Date, the sum of

- an amount equal to the excess, if any, of (a) the SOFR Interest Component for the related Payment Date, over (b) investment earnings on Eligible Investments in the Cash Collateral Account during related Investment Accrual Period (such amount, the "SOFR Interest Component Contribution"); plus
- an amount equal to the excess, if any, of (a) the principal amount (book value) of Eligible Investments liquidated in respect of such Remittance Date over (b) the liquidation proceeds of such Eligible Investments (such amount, the "Investment Liquidation Contribution").

**Cut-off Date**

For this term sheet and for the offering memorandum, November 30, 2022.

**Closing Date**

On or about February 10, 2023.

**Note Accrual Period**

With respect to each Payment Date, the period beginning on and including the prior Payment Date (or, in the case of the first



Payment Date, the Closing Date) and ending on and including the day preceding such Payment Date. Interest will be calculated based on the actual number of days in a Note Accrual Period and a 360-day year.

- Investment Accrual Period** With respect to a Payment Date, the calendar month immediately preceding the month of such Payment Date.
- Class Coupon** The class coupon on each Class of Notes for any Note Accrual Period will be equal to the floating or fixed per annum rate (or, in the case of certain RCR Notes, the interest entitlement described in Schedule I hereto) specified for such class as set forth in the final offering memorandum.
- Benchmark** With respect to any Note Accrual Period, each Class of Notes will bear interest at an interest rate based on 30-day Average SOFR.
- If Fannie Mae determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of 30-day Average SOFR on any date, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of the determination on such date and all subsequent dates. The terms set forth in Appendix A to this term sheet describe how a Benchmark Replacement will be determined by Fannie Mae. Any such determination, decision or election will become effective without the consent of any other party. No other transaction party will have any obligation or liability with respect to the determination of 30-day Average SOFR or any Benchmark Transition Event, Benchmark Replacement or Benchmark Replacement Adjustment.
- Capitalized terms used and not defined in the two preceding paragraphs are defined in Appendix A to this term sheet.
- Legal Status** The Notes will be secured obligations of the Issuer. The RCR Notes represent interests in the Class 1M-2A Notes, Class 1M-2B Notes, Class 1M-2C Notes, Class 1B-1A Notes, Class 1B-1B Notes and/or Class 1B-2 Notes. **The United States does not guarantee the Notes or any interest or return of discount on the Notes. The Notes are not debts or obligations of Fannie Mae, the United States or any agency or instrumentality of the United States.**



**Notes**

The Class 1M-1 Notes, Class 1M-2 Notes (together with the Class 1M-2A Notes, Class 1M-2B Notes and Class 1M-2C Notes), Class 1B-1 Notes (together with the Class 1B-1A Notes and Class 1B-1B Notes), Class 1B-2 Notes and the additional RCR Notes set forth on Schedule I hereto.

The Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes are the "Exchangeable Notes." The Notes will receive principal payments, if entitled to receive principal, and will be allocated reductions and increases in Class Principal Balance or Class Notional Amount, as applicable, in accordance with such allocations to the related Reference Tranches.

**RCR Notes**

The Related Combinable and Recombinable Notes, or "RCR Notes" are set forth on Schedule I hereto. Holders of (x) Class 1M-2 Notes and Class 1B-1 Notes may exchange all or part of those Notes for proportionate interests in the related Exchangeable Notes, and vice versa, and (y) Class 1B-2 Notes may exchange all or part of those Notes for proportionate interests in the related RCR Notes, and vice versa, at any time on or after the earlier of (i) the tenth business day following the Closing Date or (ii) the first business day following the first Payment Date; *provided*, that no such exchange will occur on any Payment Date or Record Date. Additionally, Holders of Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A and Class 1B-1B Notes may further exchange all or part of those Exchangeable Notes for proportionate interests in the related RCR Notes, and vice versa. Certain Classes of related RCR Notes may further be exchanged for other Classes of RCR Notes as set forth on Schedule I hereto, and vice versa. Exchanges may occur repeatedly. Schedule I attached hereto sets forth the available combinations (the "Combinations") and characteristics of the RCR Notes. For the avoidance of doubt, an investor that would otherwise become a Holder of Class 1M-2, Class 1B-1 or Class 1B-2 Notes on the Closing Date may specify, no later than 2:00 P.M. (New York City time) on the third business day prior to the Closing Date, any permissible combination of proportionate interests in related RCR Notes or Exchangeable Notes for receipt by such investor on the Closing Date, in which case any exchange procedures and fees otherwise applicable to such exchange will be waived. RCR Notes that are held by Holders will receive interest payments that are allocable to the related Exchangeable Notes, calculated at the applicable class coupon rate, and all principal amounts that are payable by the Issuer on the related Exchangeable Notes will be allocated to and payable to the related RCR Notes entitled to principal. In addition, Tranche



Write-down Amounts that are allocable to Exchangeable Notes will be allocated to reduce the Class Principal Balance or Class Notional Amount, as applicable, of the related RCR Notes (to the extent such RCR Notes have a Class Principal Balance or Class Notional Amount, as applicable, greater than zero). Further, Tranche Write-up Amounts that are allocable to Exchangeable Notes will be allocated to increase the Class Principal Balance or Class Notional Amount, as applicable, of the related RCR Notes.

Certain of the RCR Notes set forth on Schedule I hereto are interest only RCR Notes (the "Interest Only RCR Notes"). The Interest Only RCR Notes are not entitled to receive payments of principal. Each Class of Interest Only RCR Notes has a "Class Notional Amount" as of any Payment Date equal to a specified percentage of the outstanding Class Principal Balance of the related Class of Exchangeable Notes or RCR Notes, as the case may be.

#### Reference Tranches

The "References Tranches" are:

- Class 1A-H Reference Tranche;
- Class 1M-1 Reference Tranche;
- Class 1M-1H Reference Tranche;
- Class 1M-2A Reference Tranche;
- Class 1M-AH Reference Tranche;
- Class 1M-2B Reference Tranche;
- Class 1M-BH Reference Tranche;
- Class 1M-2C Reference Tranche;
- Class 1M-CH Reference Tranche;
- Class 1B-1A Reference Tranche;
- Class 1B-AH Reference Tranche;
- Class 1B-1B Reference Tranche;
- Class 1B-BH Reference Tranche;
- Class 1B-2 Reference Tranche;
- Class 1B-2H Reference Tranche; and
- Class 1B-3H Reference Tranche.

The Reference Tranches are described solely for the purpose of calculating principal payments required to be made on the Notes by the Issuer, any reductions or increases of principal on the Notes as a result of Credit Events on the Reference Obligations and any reductions in the interest or principal entitlements of the Notes as a result of Modification Events on the Reference Obligations. Only the Class 1M-1 Reference Tranche, Class 1M-2A Reference Tranche, Class 1M-2B Reference Tranche, Class 1M-2C Reference Tranche, Class 1B-1A Reference Tranche, Class 1B-1B Reference Tranche and Class 1B-2



Reference Tranche will have corresponding Classes of Notes on the Closing Date.

**Senior Reference Tranche**

The Class 1A-H Reference Tranche (the "Senior Reference Tranche").

**Mezzanine Reference Tranches**

The "Mezzanine Reference Tranches" are:

- Class 1M-1 Reference Tranche;
- Class 1M-1H Reference Tranche;
- Class 1M-2A Reference Tranche;
- Class 1M-AH Reference Tranche;
- Class 1M-2B Reference Tranche;
- Class 1M-BH Reference Tranche;
- Class 1M-2C Reference Tranche; and
- Class 1M-CH Reference Tranche.

**Subordinate Reference Tranches**

The Mezzanine Reference Tranches, Class 1B-1A Reference Tranche, Class 1B-AH Reference Tranche, Class 1B-1B Reference Tranche, Class 1B-BH Reference Tranche, Class 1B-2 Reference Tranche, Class 1B-2H Reference Tranche and Class 1B-3H Reference Tranche (collectively, the "Subordinate Reference Tranches").

**Class Notional Amount of Reference Tranches**

As of any Payment Date and with respect to each Reference Tranche, a notional amount equal to the initial Class Notional Amount of such Reference Tranche,

- minus the aggregate amount of Senior Reduction Amounts, Subordinate Reduction Amounts and Supplemental Subordinate Reduction Amounts allocated to such Reference Tranche on such Payment Date and all prior Payment Dates,
- minus the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Notional Amount of such Reference Tranche on such Payment Date and on all prior Payment Dates,
- plus the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Notional Amount of such Reference Tranche on such Payment Date and on all prior Payment Dates, and
- plus, in the case of the Class 1A-H Reference Tranche, the aggregate amount of Supplemental Senior Increase Amounts allocated to increase the Class Notional Amount thereof on such Payment Date and on all prior Payment Dates.



For the avoidance of doubt, no Tranche Write-up Amount or Tranche Write-down Amount will be applied twice on the same Payment Date.

**Settlement**

The Notes will settle with no accrued interest.

**Form of Offering**

Exempt from registration with the SEC under the Securities Act. The Notes are being offered only to "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act) or to non-U.S. persons outside the United States pursuant to Regulation S under the Securities Act.

**Ratings/Rating Agencies**

The Issuer has engaged S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") and DBRS, Inc. ("DBRS") to rate the Class 1M-1 Notes, Class 1M-2A Notes, Class 1M-2B Notes, Class 1M-2C Notes, Class 1B-1 Notes, Class 1B-1A Notes, Class 1B-1B Notes, Class 1B-1 Notes, Class 1B-2 Notes and certain additional Classes of RCR Notes set forth on Schedule I hereto (collectively, the "Rated Notes") on the Closing Date.

**Reporting Period**

The second calendar month preceding the month of each Payment Date. The delinquency status of each Reference Obligation will be determined as of the close of business on the last day of the related Reporting Period.

**Maturity Date**

The Issuer will be obligated to retire the Notes by paying an amount equal to their full remaining Class Principal Balances, plus accrued and unpaid interest, on the Payment Date in January 2043 (the "Maturity Date"). However, the Notes may be paid in full prior to the Maturity Date on (a) the Early Redemption Date or (b) the Payment Date on which the aggregate Class Principal Balance of all outstanding Notes is otherwise reduced to zero. If on the Maturity Date a Class of RCR Notes is outstanding, all amounts payable on the Exchangeable Notes that were exchanged for such RCR Notes will be allocated to and payable on the applicable RCR Notes entitled to receive those amounts.

**Early Redemption Option**

Fannie Mae, as holder of the certificate evidencing beneficial ownership of the Issuer, may direct the Issuer to redeem the Notes on any Payment Date on or after the earlier to occur of (i) the Payment Date on which the aggregate unpaid principal balance of the Reference Obligations is less than or equal to 10% of the Cut-off Date Balance and (ii) the Payment Date occurring in January 2028, by paying an amount equal to the outstanding Class Principal Balance of the Notes, plus accrued



and unpaid interest and related unpaid fees, expenses and indemnities of the Indenture Trustee, Exchange Administrator, Custodian, Investment Agent and Delaware Trustee. If on the Early Redemption Date a Class of RCR Notes is outstanding, all principal amounts that are payable by the Issuer on the Exchangeable Notes that were exchanged for such RCR Notes will be allocated to and payable on the applicable RCR Notes entitled to receive principal.

**Early Redemption Date**

The earlier to occur of (i) the Payment Date, if any, on which the Notes are redeemed by the Issuer pursuant to the Early Redemption Option and (ii) the CAA Early Termination Date (if such date is a result of the occurrence of a CAA Trigger Event).

**Termination Date**

The Notes will no longer be outstanding upon the date that is the earliest of:

- (1) the Maturity Date;
- (2) the Early Redemption Date; and
- (3) the Payment Date on which the aggregate initial Class Principal Balance (without giving effect to any allocations of Tranche Write-down Amounts or Tranche Write-up Amounts related to the Notes on such Payment Date and all prior Payment Dates) and accrued and unpaid interest due on the Notes plus related unpaid fees, expenses and indemnities of the Indenture Trustee, Exchange Administrator, Custodian, Investment Agent and Delaware Trustee have otherwise been paid in full.



**Expected Credit Enhancement**

<b>Notes/Tranches</b>	<b>Tranche Size</b>	<b>Approximate Initial Credit Support</b>
Class 1A-H	95.25%	4.75%
Class 1M-1 and Class 1M-1H	1.95%	2.80%
Class 1M-2 <sup>(1)</sup> and Class 1M-2H <sup>(2)</sup>	0.80%	2.00%
Class 1B-1 <sup>(3)</sup> and Class 1B-1H <sup>(4)</sup>	0.75%	1.25%
Class 1B-2 and Class 1B-2H	0.65%	0.60%
Class 1B-3H	0.60%	0.00%

- (1) Approximate initial credit support will be 2.53% for the Class 1M-2A Notes, 2.27% for the Class 1M-2B Notes and 2.00% for the Class 1M-2C Notes.
- (2) Shown for illustrative purposes only. Represents the sum of the Class 1M-AH, Class 1M-BH and Class 1M-CH Reference Tranches.
- (3) Approximate initial credit support will be 1.63% for the Class 1B-1A Notes and 1.25% for the Class 1B-1B Notes.
- (4) Shown for illustrative purposes only. Represents the sum of the Class 1B-AH and Class 1B-BH Reference Tranches.

The Subordinate Reference Tranches are subordinate to, and provide credit enhancement for, the Senior Reference Tranche and for each Class of more senior Subordinate Reference Tranches.

**Fannie Mae Retention of Minimum 5% of Underlying Credit Risk**

Fannie Mae will retain at least 5% of the underlying credit risk corresponding to a vertical slice of each of the Reference Tranches. Moreover, Fannie Mae will retain 100% of the underlying credit risk corresponding to the Class 1B-3H Reference Tranche.

**Notes Acquired by Fannie Mae**

Fannie Mae may from time to time acquire any of the Notes at any price in the open market or otherwise.

**STRUCTURAL FEATURES**

**Scheduled Principal**

With respect to each Payment Date, the sum of all monthly scheduled payments of principal on the Reference Obligations that were collected by the related servicer during the related Reporting Period as reported to Fannie Mae as Master Servicer. Once a Reference Obligation is removed from the related MBS, all subsequent principal collections will be treated as Unscheduled Principal.



**Unscheduled Principal**

With respect to each Payment Date:

- (a) all partial principal prepayments on the Reference Obligations collected during the related Reporting Period, *plus*
- (b) the aggregate unpaid principal balance of all Reference Obligations that became subject to Reference Pool Removals during the related Reporting Period (excluding (i) Credit Event Reference Obligations and (ii) the portions of any prepayments in full that consist of scheduled principal collections), *plus*
- (c) decreases in the unpaid principal balance of all Reference Obligations as the result of loan modification or data corrections, *plus*
- (d) all scheduled principal collections, if any, for any Reference Obligations that have been removed from the related MBS, *plus*
- (e) the excess, if any, of the aggregate unpaid principal balance of the Reference Obligations refinanced under the High LTV Refinance Option and removed from the Reference Pool during the related Reporting Period, over the aggregate original unpaid principal balance of the resulting High LTV Refinance Reference Obligations, *minus*
- (f) increases in the unpaid principal balances of all Reference Obligations as the result of loan modifications, payment deferrals, reinstatements due to error, or data corrections.

In the event that (f) above exceeds the sum of (a) through (e), the Unscheduled Principal for such Payment Date will be zero, and the Scheduled Principal for such Payment Date will be reduced by the amount of such excess. In the event that (f) above exceeds the sum of (a) through (e) plus the Scheduled Principal for such Payment Date, then both Scheduled Principal and Unscheduled Principal for such Payment Date will be zero, and the Class 1A-H Notional Amount will be increased by the amount of such excess. In April 2016, at the direction of its regulator and conservator FHFA, Fannie Mae announced a program that permits principal forgiveness as a loss mitigation alternative for a limited number of loans that were 90 days or more delinquent and had an unpaid principal balance in excess of the value of the related mortgaged property as of March 2016. No Reference Obligations are eligible for inclusion in this program. While there is no indication that this program will be extended or replicated, if any similar program of principal reduction were to be employed in the future that affected the Reference Obligations, any principal that was forgiven with respect to a Reference Obligation would decrease the unpaid



principal balance of such Reference Obligation pursuant to clause (c) above.

**Excess Credit Event Amount**

With respect to each Payment Date, the sum of:

- (a) the excess, if any of the related Credit Event Amount for such Payment Date over the related Tranche Write-down Amount for such Payment Date; *plus*
- (b) the related Tranche Write-up Amount for such Payment Date.

**Senior Reduction Amount**

With respect to each Payment Date, if either of the Minimum Credit Enhancement Test or the Delinquency Test is not satisfied, the sum of:

- (a) 100% of the Scheduled Principal for such Payment Date;
- (b) 100% of the Unscheduled Principal for such Payment Date; and
- (c) 100% of the Excess Credit Event Amount for such Payment Date.

With respect to each Payment Date, if the Minimum Credit Enhancement Test and the Delinquency Test are both satisfied, the sum of:

- (a) the Senior Percentage of the Scheduled Principal for such Payment Date;
- (b) the Senior Percentage of the Unscheduled Principal for such Payment Date; and
- (c) 100% of the Excess Credit Event Amount for such Payment Date.

The "Senior Percentage" for a Payment Date is the percentage equivalent to a fraction, the numerator of which is the Class Notional Amount of the Senior Reference Tranche immediately prior to such Payment Date and the denominator of which is the aggregate unpaid principal balance of the Reference Obligations at the end of the previous Reporting Period.

**Subordinate Reduction Amount**

With respect to each Payment Date, the sum of the Scheduled Principal, Unscheduled Principal and Excess Credit Event Amount for such Payment Date, less the Senior Reduction Amount.

**Allocation of Senior Reduction Amount**

On each Payment Date on or prior to the Termination Date, the Senior Reduction Amount will be allocated to reduce the Class Notional Amount of each Reference Tranche in the following





order of priority, in each case until its Class Notional Amount is reduced to zero:

- (i) *first*, to the Class 1A-H Reference Tranche,
- (ii) *second*, to the Class 1M-1 and Class 1M-1H Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date,
- (iii) *third*, to the Class 1M-2A and Class 1M-AH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date,
- (iv) *fourth*, to the Class 1M-2B and Class 1M-BH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date,
- (v) *fifth*, to the Class 1M-2C and Class 1M-CH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date,
- (vi) *sixth*, to the Class 1B-1A and Class 1B-AH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date,
- (vii) *seventh*, to the Class 1B-1B and Class 1B-BH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date,
- (viii) *eighth*, to the Class 1B-2 and Class 1B-2H Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, and
- (ix) *ninth*, to the Class 1B-3H Reference Tranche.

Because the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes correspond to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Reference Tranches, respectively, any portion of the Senior Reduction Amount that is allocated to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Notes, as applicable. Such reductions in the Class Principal Balance of the Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Notes will result in a corresponding reduction in the Class Principal Balance or Class Notional Amount, as applicable, of the related RCR Notes (to the extent such RCR Notes have a Class Principal Balance or Class Notional Amount, as applicable, greater than zero).

**Allocation of Subordinate  
Reduction Amount**

On each Payment Date on or prior to the Termination Date, the Subordinate Reduction Amount will be allocated to reduce the Class Notional Amount of each Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

- (i) *first*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1M-1 and Class 1M-1H Reference Tranches;
- (ii) *second*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1M-2A and Class 1M-AH Reference Tranches;
- (iii) *third*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1M-2B and Class 1M-BH Reference Tranches;
- (iv) *fourth*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1M-2C and Class 1M-CH Reference Tranches;
- (v) *fifth*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1B-1A and Class 1B-AH Reference Tranches;
- (vi) *sixth*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1B-1B and Class 1B-BH Reference Tranches;
- (vii) *seventh*, concurrently, on a pro rata basis based on their Class Notional Amounts, to the Class 1B-2 and Class 1B-2H Reference Tranches;
- (viii) *eighth*, to the Class 1B-3H Reference Tranche; and
- (ix) *ninth*, to the Class 1A-H Reference Tranche.

Because the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes correspond to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Reference Tranches, respectively, any portion of the Subordinate Reduction Amount that is allocated to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Notes, as applicable. The Class 1B-3H Reference Tranche will not have corresponding Notes.

If any RCR Notes are held by Holders, any Subordinate Reduction Amount that is allocable in the *second*, *third*, *fourth*, *fifth*, *sixth* or *seventh* priority above on any Payment Date to the related Exchangeable Notes will be allocated to reduce the Class Principal



Balance or Class Notional Amount, as applicable, of the related RCR Notes (to the extent such RCR Notes have a Class Principal Balance or Class Notional Amount, as applicable, greater than zero).

### ***Loss Allocation Framework***

#### **General**

Upon the occurrence of Modification Events affecting the Reference Obligations and to the extent that losses are realized with respect thereto, the interest entitlements of the Notes will be subject to reduction and the Class Principal Balances thereof will be subject to write-downs as further described under "*Allocation of Modification Loss Amounts*" below. Any such reductions or write-downs will be applied first to the most subordinate Class of Notes with an outstanding Class Principal Balance (once the Class Notional Amount of the Class 1B-3H Reference Tranche has been reduced to zero).

Upon the occurrence of Credit Events affecting the Reference Obligations and to the extent that losses are realized with respect thereto, the Class Principal Balances of the Notes will be subject to write-downs as further described under "*Allocation of Tranche Write-down Amounts*" below. Any such reductions or write-downs will be allocated first to the most subordinate Class of Notes with an outstanding Class Principal Balance (once the Class Notional Amount of the Class 1B-3H Reference Tranche has been reduced to zero).

#### **Modifications**

Reference Obligations that undergo a temporary or permanent modification will not be removed from the Reference Pool unless they otherwise meet the criteria for Reference Pool Removal.

In the event that a program of principal forgiveness were implemented that impacted the Reference Obligations, any reduction in the principal balance of a Reference Obligation as the result of principal forgiveness would be treated as Unscheduled Principal. However, if the Reference Obligation subsequently became a Credit Event Reference Obligation, the related negative adjustment would be included in the Credit Event Net Loss for the Reference Obligation.

#### **Modification Event**

With respect to any Reference Obligation, a forbearance or certain mortgage rate modifications relating to such Reference Obligation. It is noted that in the absence of a forbearance or certain mortgage rate modifications, a term extension on a Reference Obligation will not constitute a Modification Event. For the avoidance of doubt, a refinancing of a Reference Obligation under the High LTV



Refinance Option and replacement thereof with the resulting refinance mortgage loan (a "High LTV Refinance Reference Obligation") will not constitute a "Modification Event."

**Modification Loss Amount**

With respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, the *excess*, if any, of:

- (i) one-twelfth of the Original Accrual Rate *multiplied by* the unpaid principal balance of such Reference Obligation, *over*
- (ii) one-twelfth of the Current Accrual Rate *multiplied by* the interest bearing unpaid principal balance of such Reference Obligation.

**Allocation of Modification Loss Amounts**

On each Payment Date on or prior to the Termination Date, the Preliminary Principal Loss Amount, Preliminary Tranche Write-down Amount, Preliminary Tranche Write-up Amount and Preliminary Class Notional Amount will be computed prior to the Allocation of the Modification Loss Amount.

On each Payment Date on or prior to the Termination Date, the Modification Loss Amount, if any, for such Payment Date will be allocated in the following order of priority:

*first*, to the Class 1B-3H Reference Tranche, until the amount allocated to the Class 1B-3H Reference Tranche is equal to the Class 1B-3H Reference Tranche Interest Accrual Amount;

*second*, to the Class 1B-3H Reference Tranche, until the amount allocated to the Class 1B-3H Reference Tranche is equal to the Preliminary Class Notional Amount of the Class 1B-3H Reference Tranche for such Payment Date;

*third*, to the Class 1B-2 and Class 1B-2H Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1B-2 Reference Tranche is equal to the Class 1B-2 Notes Interest Accrual Amount;

*fourth*, to the Class 1B-2 and Class 1B-2H Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class 1B-2 and Class 1B-2H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1B-2 and Class 1B-2H Reference Tranches for such Payment Date;

*fifth*, to the Class 1B-1B and Class 1B-BH Reference Tranches,



pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1B-1B Reference Tranche is equal to the Class 1B-1B Notes Interest Accrual Amount;

*sixth*, to the Class 1B-1A and Class 1B-AH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1B-1A Reference Tranche is equal to the Class 1B-1A Notes Interest Accrual Amount;

*seventh*, to the Class 1B-1B and Class 1B-BH Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class 1B-1B and Class 1B-BH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1B-1B and Class 1B-BH Reference Tranches for such Payment Date;

*eighth*, to the Class 1B-1A and Class 1B-AH Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class 1B-1A and Class 1B-AH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1B-1A and Class 1B-AH Reference Tranches for such Payment Date;

*ninth*, to the Class 1M-2C and Class 1M-CH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1M-2C Reference Tranche is equal to the Class 1M-2C Notes Interest Accrual Amount;

*tenth*, to the Class 1M-2B and Class 1M-BH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1M-2B Reference Tranche is equal to the Class 1M-2B Notes Interest Accrual Amount;

*eleventh*, to the Class 1M-2A and Class 1M-AH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1M-2A Reference Tranche is equal to the Class 1M-2A Notes Interest Accrual Amount;

*twelfth*, to the Class 1M-2C and Class 1M-CH Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for



such Payment Date, until the aggregate amount allocated to the Class 1M-2C and Class 1M-CH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1M-2C and Class 1M-CH Reference Tranches for such Payment Date;

*thirteenth*, to the Class 1M-2B and Class 1M-BH Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class 1M-2B and Class 1M-BH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1M-2B and Class 1M-BH Reference Tranches for such Payment Date;

*fourteenth*, to the Class 1M-2A and Class 1M-AH Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class 1M-2A and Class 1M-AH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1M-2A and Class 1M-AH Reference Tranches for such Payment Date;

*fifteenth*, to the Class 1M-1 and Class 1M-1H Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class 1M-1 Reference Tranche is equal to the Class 1M-1 Notes Interest Accrual Amount; and

*sixteenth*, to the Class 1M-1 and Class 1M-1H Reference Tranches, pro rata, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class 1M-1 and Class 1M-1H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class 1M-1 and Class 1M-1H Reference Tranches for such Payment Date.

Any amounts allocated to the Class 1B-2, Class 1B-1B, Class 1B-1A, Class 1M-2C, Class 1M-2B, Class 1M-2A or Class 1M-1 Reference Tranches in the *third*, *fifth*, *sixth*, *ninth*, *tenth*, *eleventh* or *fifteenth* priority above will result in a corresponding reduction of the Interest Payment Amount of the Class 1B-2, Class 1B-1B, Class 1B-1A, Class 1M-2C, Class 1M-2B, Class 1M-2A or Class 1M-1 Notes, as applicable (without regard to any exchanges of Exchangeable Notes for RCR Notes for such Payment Date). The Class 1B-3H Reference Tranche is assigned a class coupon solely for purposes of calculations in connection with the allocation of Modification Loss Amounts to the Subordinate Reference



Tranches, and any amounts allocated to the Class 1B-3H Reference Tranche in the *first* priority above will not result in a corresponding reduction of the Interest Payment Amount of any Class of Notes.

Any amounts allocated to the Class 1B-3H, Class 1B-2, Class 1B-1B, Class 1B-1A, Class 1M-2C, Class 1M-2B, Class 1M-2A or Class 1M-1 Reference Tranches in the *second, fourth, seventh, eighth, twelfth, thirteenth, fourteenth* or *sixteenth* priority above will be included in the calculation of the Principal Loss Amount.

If any RCR Notes are held by Holders, any Modification Loss Amount that is allocable in the *third, fifth, sixth, ninth, tenth* or *eleventh* priority above on any Payment Date to the related Exchangeable Notes will be allocated to reduce the Interest Payment Amount of the applicable RCR Notes in accordance with the exchange proportions applicable to the related Combination.

**Principal Loss Amount**

With respect to any Payment Date, the sum of:

(a) the aggregate amount of Credit Event Net Losses for all Credit Event Reference Obligations for the related Reporting Period;

(b) the aggregate amount of court-approved principal reductions ("cramdowns") on the Reference Obligations in the related Reporting Period;

(c) subsequent losses on any Reference Obligation that became a Credit Event Reference Obligation on a prior Payment Date and with respect to which Net Liquidation Proceeds have already been determined; and

(d) amounts included in the *second, fourth, seventh, eighth, twelfth, thirteenth, fourteenth* and *sixteenth* priorities under "*Allocation of Modification Loss Amounts*" above.

**Principal Recovery Amount**

With respect to any Payment Date, the sum of:

(a) the aggregate amount of Credit Event Net Losses for all Reversed Credit Event Reference Obligations for the related Reporting Period;

(b) subsequent recoveries on any Reference Obligation that became a Credit Event Reference Obligation on a prior Payment Date and with respect to which Net Liquidation Proceeds have already been determined;



(c) the aggregate amount of the Credit Event Net Gains of all Credit Event Reference Obligations for the related Reporting Period;

(d) the Rep and Warranty Settlement Amount; and

(e) the Projected Recovery Amount on the Termination Date.

**Credit Event**

With respect to any Payment Date on or before the Termination Date and any Reference Obligation, the first to occur of any of the following events during the related Reporting Period, as reported by the servicer to Fannie Mae, if applicable: (i) a short sale is settled, (ii) the related mortgaged property is sold to a third party during the foreclosure process, (iii) an REO disposition occurs, (iv) a mortgage note sale is executed on a loan that is 12 or more months delinquent when offered for sale or (v) the related mortgage note is charged off. With respect to any Credit Event Reference Obligation, there can only be one occurrence of a Credit Event; *provided* that one additional separate Credit Event can occur with respect to each instance of such Credit Event Reference Obligation becoming a Reversed Credit Event Reference Obligation. For the avoidance of doubt, a refinancing of a Reference Obligation under the High LTV Refinance Option and replacement thereof with the resulting High LTV Refinance Reference Obligation will not constitute a "Credit Event."

**Credit Event Reference Obligation**

With respect to each Payment Date, any Reference Obligation in the Reference Pool for which a Credit Event has occurred and is reported during the related Reporting Period.

**Tranche Write-down Amount**

With respect to each Payment Date, the excess, if any, of the Principal Loss Amount for such Payment Date over the Principal Recovery Amount for such Payment Date.

With respect to each Payment Date, the Class Notional Amount of the Senior Reference Tranche will be increased by the excess, if any, of the Tranche Write-down Amount for such Payment Date over the Credit Event Amount for such Payment Date.

**Tranche Write-up Amount**

With respect to each Payment Date, the excess, if any, of the Principal Recovery Amount for such Payment Date over the Principal Loss Amount for such Payment Date.

**Allocation of Tranche Write-down Amounts**

On each Payment Date on or prior to the Termination Date, after allocation of the Senior Reduction Amount and Subordinate Reduction Amount, the Tranche Write-down Amount, if any, for such Payment Date will be allocated, *first*, to reduce any





Overcollateralization Amount for such Payment Date, until such Overcollateralization Amount is reduced to zero and, *second*, to reduce the Class Notional Amount of each Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

- (i) *first*, to the Class 1B-3H Reference Tranche,
- (ii) *second*, to the Class 1B-2 and Class 1B-2H Reference Tranches, pro rata, based on their Class Notional Amounts,
- (iii) *third*, to the Class 1B-1B and Class 1B-BH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (iv) *fourth*, to the Class 1B-1A and Class 1B-AH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (v) *fifth*, to the Class 1M-2C and Class 1M-CH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (vi) *sixth*, to the Class 1M-2B and Class 1M-BH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (vii) *seventh*, to the Class 1M-2A and Class 1M-AH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (viii) *eighth*, to the Class 1M-1 and Class 1M-1H Reference Tranches, pro rata, based on their Class Notional Amounts, and
- (ix) *ninth*, to the Class 1A-H Reference Tranche.

Because the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes correspond to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Reference Tranches, respectively, any Tranche Write-down Amounts allocated to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Notes, as applicable (without regard to any exchanges of Exchangeable Notes for RCR Notes for such Payment Date). If any RCR Notes are held by Holders, any Tranche Write-down Amount that is allocable to the related Exchangeable Notes will be allocated to reduce the Class Principal Balance or Class Notional Amount, as applicable, of the related RCR Notes (to the extent such RCR Notes have a Class Principal Balance or Class Notional Amount, as applicable, greater than



zero). The Class 1B-3H Reference Tranche will not have corresponding Notes.

### Allocation of Tranche Write-up Amounts

On each Payment Date on or prior to the Termination Date, after allocation of the Senior Reduction Amount and Subordinate Reduction Amount and Tranche Write-down Amounts, the Tranche Write-up Amount, if any, for such Payment Date will be allocated to increase the Class Notional Amount of each Reference Tranche in the following order of priority until the cumulative Tranche Write-up Amount so allocated is equal to the cumulative Tranche Write-down Amount previously allocated to such Reference Tranche on or prior to such Payment Date:

- (i) *first*, to the Class 1A-H Reference Tranche,
- (ii) *second*, to the Class 1M-1 and Class 1M-1H Reference Tranches, pro rata, based on their Class Notional Amounts,
- (iii) *third*, to the Class 1M-2A and Class 1M-AH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (iv) *fourth*, to the Class 1M-2B and Class 1M-BH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (v) *fifth*, to the Class 1M-2C and Class 1M-CH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (vi) *sixth*, to the Class 1B-1A and Class 1B-AH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (vii) *seventh*, to the Class 1B-1B and Class 1B-BH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (viii) *eighth*, to the Class 1B-2 and Class 1B-2H Reference Tranches, pro rata, based on their Class Notional Amounts, and
- (ix) *ninth*, to the Class 1B-3H Reference Tranche.

Because the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes correspond to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Reference Tranches, respectively, any Tranche Write-up Amounts allocated to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Reference Tranche will result in a corresponding increase in the Class Principal Balance of the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Notes, as applicable (without regard to



any exchanges of Exchangeable Notes for RCR Notes for such Payment Date). If any RCR Notes are held by Holders, any Tranche Write-up Amount that is allocable to the related Exchangeable Notes will be allocated to increase the Class Principal Balance or Class Notional Amount, as applicable, of the related RCR Notes. The Class 1B-3H Reference Tranche will not have corresponding Notes.

To the extent that the Tranche Write-up Amount on any Payment Date exceeds the Tranche Write-up Amount allocated on such Payment Date, the excess (the "Write-up Excess") will be available as overcollateralization to offset any Tranche Write-down Amounts on future Payment Dates prior to the allocation of such Tranche Write-down Amounts to reduce the Class Notional Amounts of the related Reference Tranches. On each Payment Date, the "Overcollateralization Amount" equals (a) the aggregate amount of Write-up Excesses for such Payment Date and all prior Payment Dates, minus (b) the aggregate amount of Write-Up Excesses used to offset Tranche Write-down Amounts on all prior Payment Dates.

**Supplemental  
Subordinate Reduction  
Amount**

For each Payment Date, the unpaid principal balance of the Reference Obligations at the end of the related Reporting Period multiplied by the excess, if any, of (i) the Offered Reference Tranche Percentage for such Payment Date over (ii) 5.50%.

The Supplemental Subordinate Reduction Amount, if any, will be applied on each Payment Date to reduce the Class Notional Amounts of the Reference Tranches as specified under "*Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount*" below. In addition, an amount, referred to as the "Supplemental Senior Increase Amount" and which is equal to the Supplemental Subordinate Reduction Amount for any Payment Date, will be allocated to increase the Class Notional Amount of the Class 1A-H Reference Tranche as described under "*Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount*" below.

The "Offered Reference Tranche Percentage" for each Payment Date is a fraction, expressed as a percentage, equal to the aggregate Class Notional Amounts of the Class 1M-1, Class 1M-1H, Class 1M-2A, Class 1M-AH, Class 1M-2B, Class 1M-BH, Class 1M-2C, Class 1M-CH, Class 1B-1A, Class 1B-AH, Class 1B-1B, Class 1B-BH, Class 1B-2 and Class 1B-2H Reference Tranches (after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount and any Tranche Write-down Amounts and Tranche Write-up Amounts for such Payment Date) divided by the



unpaid principal balance of the Reference Obligations at the end of the related Reporting Period.

**Allocation of  
Supplemental  
Subordinate Reduction  
Amount and  
Supplemental Senior  
Increase Amount**

On each Payment Date on or prior to the Termination Date, after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount and any Tranche Write-down Amounts and Tranche Write-up Amounts, the Supplemental Subordinate Reduction Amount, if any, for such Payment Date will be allocated to reduce the Class Notional Amount of each of the following Reference Tranches in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

- (i) *first*, to the Class 1M-1 and Class 1M-1H Reference Tranches, pro rata, based on their Class Notional Amounts,
- (ii) *second*, to the Class 1M-2A and Class 1M-AH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (iii) *third*, to the Class 1M-2B and Class 1M-BH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (iv) *fourth*, to the Class 1M-2C and Class 1M-CH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (v) *fifth*, to the Class 1B-1A and Class 1B-AH Reference Tranches, pro rata, based on their Class Notional Amounts,
- (vi) *sixth*, to the Class 1B-1B and Class 1B-BH Reference Tranches, pro rata, based on their Class Notional Amounts, and
- (vii) *seventh*, to the Class 1B-2 and Class 1B-2H Reference Tranches, pro rata, based on their Class Notional Amounts.

Because the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Notes correspond to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B and Class 1B-2 Reference Tranches, respectively, any portion of the Supplemental Subordinate Reduction Amount that is allocated to the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class 1M-1, Class 1M-2A, Class 1M-2B, Class 1M-2C, Class 1B-1A, Class 1B-1B or Class 1B-2 Notes, as applicable.



If any RCR Notes are held by Holders, any Supplemental Subordinate Reduction Amount that is allocable on any Payment Date to any Class of Exchangeable Notes will be allocated to reduce the Class Principal Balance or Class Notional Amount, as applicable, of the related Class or Classes of RCR Notes (to the extent such RCR Notes have a Class Principal Balance or Class Notional Amount, as applicable, greater than zero).

Simultaneously, on each Payment Date on or prior to the Termination Date, after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount and any Tranche Write-down Amounts and Tranche Write-up Amounts, the Supplemental Senior Increase Amount, if any, for such Payment Date will be allocated to increase the Class Notional Amount of the Class 1A-H Reference Tranche.

***Credit Event Reversals and Reference Pool Removals***

**Reversed Credit Event Reference Obligation**

With respect to any Payment Date, a Reference Obligation that was formerly in the Reference Pool and that became a Credit Event Reference Obligation in a prior Reporting Period and (i) that is repurchased by the lender or with respect to which the lender enters into a full indemnification of Fannie Mae or pays a fee in lieu of repurchase for any identified Eligibility Defect, (ii) with respect to which the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation (A) has declared bankruptcy or has been put into receivership or (B) has otherwise been relieved of such obligations or liabilities by operation of law or by agreement, and an Eligibility Defect is identified that could otherwise have resulted in a repurchase or (iii) with respect to which a violation of certain specified Eligibility Criteria is discovered as a result of a data correction.

**Reference Pool Removals**

A Reference Obligation will be removed (a "Reference Pool Removal") from the Reference Pool upon the occurrence of any of the following:

- (1) the Reference Obligation becomes a Credit Event Reference Obligation;
- (2) the Reference Obligation is paid in full (except as provided below with regard to a refinancing under the High LTV Refinance Option);
- (3) the mortgaged property securing the Reference Obligation is seized pursuant to an eminent domain proceeding;
- (4) the lender repurchases the Reference Obligation, enters into a full indemnification agreement or pays a fee in lieu



- (5) of repurchase for the Reference Obligation;
- (5) Fannie Mae elects to sell (a) a delinquent Reference Obligation that is less than 12 months delinquent at the time it is offered for sale or (b) a Reference Obligation that previously had been seriously delinquent and is current at the time it is offered for sale;
- (6) the discovery of any of certain specified violations of the Eligibility Criteria for such Reference Obligation as a result of data correction;
- (7) the party responsible for the representations and warranties with respect to the Reference Obligation was granted relief by Fannie Mae from liability for potential breaches of specified Eligibility Defects at the time Fannie Mae acquired the Reference Obligation and an Eligibility Defect is identified that could otherwise have resulted in a repurchase but for the aforementioned relief; *provided* that the Eligibility Defect is identified on or before the 36th month following the date of Fannie Mae's acquisition of the Reference Obligation;
- (8) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation (A) has declared bankruptcy or has been put into receivership or (B) has otherwise been relieved of such obligations or liabilities by operation of law or by agreement, and an Eligibility Defect is identified that could otherwise have resulted in a repurchase; or
- (9) (A) the related mortgaged property is located in a county declared by the Federal Emergency Management Agency ("FEMA") to be a major disaster area and in which county FEMA has authorized individual assistance to homeowners as a result of Hurricane Ian and (B) the Reference Obligation is reported as 30 or more days delinquent as of the end of the Reporting Period related to the April 2023 Payment Date.

A Reference Obligation will be removed from the Reference Pool or will become a Reversed Credit Event Reference Obligation if a loan data change occurs that causes the Reference Obligation to no longer meet one or more of the criteria set forth in clauses (a), (g), (h), (k) and (l) of the definition of Eligibility Criteria.

A Reference Obligation that becomes subject to an Origination Rep and Warranty Settlement subsequent to the Cut-off Date may be removed, at its respective unpaid principal balance as of such date, from the Reference Pool by Fannie Mae at any time in its sole discretion; *provided* that the aggregate unpaid principal



balance of the Reference Obligations so removed during any Reporting Period does not result in a reduction of the Class Notional Amount of any Reference Tranche in excess of 1.00% of the Class Notional Amount thereof immediately prior to such reduction. The removal of any Reference Obligation from the Reference Pool as described above will be treated as a "Reference Pool Removal"; *provided, however*, that the removal of a Reference Obligation from the Reference Pool as a result of a refinancing under our High LTV Refinance Option will not constitute a "Reference Pool Removal."

If a Reference Obligation meeting the High LTV Refinance Hold Criteria (defined below) is paid in full, the Reference Obligation will not be removed from the Reference Pool until the earlier of (i) the date Fannie Mae is able to confirm whether such payment in full was made in connection with the High LTV Refinance Option and (ii) the date that is 180 days following such payment in full (the earlier of (i) and (ii), the "Release Date").

On the Release Date, the following will apply:

- if Fannie Mae confirms that the payment in full was made in connection with the High LTV Refinance Option, the original Reference Obligation will be removed from the Reference Pool and the resulting High LTV Refinance Reference Obligation will be included in the Reference Pool as a replacement of the original Reference Obligation (which removal and replacement will not constitute a Reference Pool Removal);
- if Fannie Mae confirms that the payment in full was not made in connection with the High LTV Refinance Option, the related Reference Obligation will be removed from the Reference Pool (which removal will constitute a Reference Pool Removal); and
- if neither such confirmation can be made, the related Reference Obligation will be removed from the Reference Pool (which removal will constitute a Reference Pool Removal).

A Reference Obligation meets the "High LTV Refinance Hold Criteria" if it (i) was originated on or after October 1, 2017, (ii) was originated at least 15 months prior to the date it was paid in full, (iii) had no 30-day delinquency in the six-month period immediately preceding the date it was paid in full, and no more than one 30-day delinquency in the 12-month period immediately



preceding the date it was paid in full and (iv) is secured by a mortgaged property with a current estimated property value that is reasonably believed by Fannie Mae to result in eligibility under the High LTV Refinance Option.

***Rep and Warranty Settlement Allocation***

**Origination Rep and Warranty Settlement**

A settlement relating to claims arising from breaches of loan representations and warranties that Fannie Mae enters into with a seller or servicer in lieu of requiring such seller or servicer to repurchase a specified pool of mortgage loans that includes one or more Reference Obligations, whereby Fannie Mae has received the agreed-upon settlement proceeds from such seller or servicer.

**Rep and Warranty Settlement Amount**

For each Reference Obligation that is part of an Origination Rep and Warranty Settlement (including any Reference Obligation that may previously have been removed from the Reference Pool due to a Credit Event), the portion of the settlement amount determined to be attributable to such Reference Obligation. The determination will be made by Fannie Mae at or about the time of the settlement and will be verified by an independent third party as described below.

After completion of an Origination Rep and Warranty Settlement that includes any Reference Obligations, Fannie Mae will engage an independent third party to conduct an annual review to validate that the Rep and Warranty Settlement Amount corresponding to each Reference Obligation matches Fannie Mae's records for such settlement.

***MORTGAGE LOANS IN REFERENCE POOL***

**Reference Obligations**

The Reference Pool consists of mortgage loans acquired by Fannie Mae between February 1, 2022 and March 31, 2022 and held in various Fannie Mae MBS trusts established between February 1, 2022 and September 30, 2022 that meet the Eligibility Criteria, as defined below. The Reference Pool summary attached to this term sheet provides additional details about the Reference Obligations in the Reference Pool.

Fannie Mae allowed the delivery of loans in COVID-19 related forbearance between May 2020 and the end of February 2021. No Reference Obligations were reported to be subject to COVID-19 forbearance plans at the time of acquisition and 4 Reference Obligations were reported to be subject to COVID-19 forbearance plans at some point during their terms. However, none of the Reference Obligations were reported as delinquent or subject to





COVID-19 forbearance plans as of the Cut-off Date.

**Reference Pool  
Eligibility Criteria**

Each mortgage loan in the Reference Pool must satisfy the following criteria (the "Eligibility Criteria"):

- (a) is a fully amortizing, fixed rate, first-lien mortgage loan secured by a one- to four-unit property, town house, individual condominium unit, individual unit in a planned unit development, individual cooperative unit or manufactured home, with an original term of 241 to 360 months;
- (b) was acquired by Fannie Mae between February 1, 2022 and March 31, 2022 and held in various Fannie Mae MBS trusts established between February 1, 2022 and September 30, 2022;
- (c) is held in Fannie Mae MBS trusts with respect to which a REMIC election has been made;
- (d) has not been 30 or more days delinquent from the date of acquisition to the Cut-off Date;
- (e) was not reported as being in forbearance as of the Cut-Off Date;
- (f) was not originated under Fannie Mae's Refi Plus program (Fannie Mae's Refi Plus program includes but is not limited to the Home Affordable Refinance Program);
- (g) has an original combined loan-to-value ratio less than or equal to 97%;
- (h) is not subject to any form of risk sharing with the loan seller or servicer (other than limited seller or servicer indemnification or limited future loss protection settlements in certain cases);
- (i) was not originated under certain non-standard programs;
- (j) is a conventional loan (i.e. is not guaranteed by the Federal Housing Administration or the U.S. Department of Veterans Affairs);
- (k) has an original loan-to-value ratio that is (i) greater than 60% and (ii) less than or equal to 80%; and
- (l) is not covered by mortgage or pool insurance.

*provided, however, that upon the refinancing of a Reference Obligation under the High LTV Refinance Option, the resulting High LTV Refinance Reference Obligation will constitute a Reference Obligation and will be included in the Reference Pool in replacement of the original Reference Obligation.*

**Reference Pool  
Selection Process**

Fannie Mae determined the composition of the Reference Pool utilizing the process described below.



All mortgage loans that Fannie Mae acquired between February 1, 2022 and March 31, 2022 and held in various Fannie Mae MBS trusts established between February 1, 2022 and September 30, 2022 (other than mortgage loans that were, or are anticipated to be included as reference obligations in an alternative Fannie Mae risk sharing transaction) were made available for potential selection for the Reference Pool. From this group of loans, Fannie Mae identified those loans that met the Eligibility Criteria (such loans, the "Available Loans").

The "Initial Cohort Pool" represents a randomly selected subset of the Available Loans that met the Eligibility Criteria at the time of their acquisition by Fannie Mae (other than those Eligibility Criteria that are determined as of the Cut-off Date) and was sized based on the intended size of the Reference Pool. The table below summarizes the loan count, original unpaid principal balance and key attributes of the mortgage loans included in the Initial Cohort Pool.

<u>Category</u>	<u>Loan Count</u>	<u>Aggregate Original Loan Balance</u>
Initial Cohort Pool	67,093	\$21,536,878,000
less loans that did not satisfy the delinquency criteria set forth in clause (d) of the Eligibility Criteria, less loans that paid in full, less quality control removals	<u>2,787</u>	<u>\$889,902,000</u>
Reference Pool	64,306	\$20,646,976,000



The table below summarizes the loans in the Initial Cohort Pool that were excluded from the Reference Pool due to failure to satisfy the delinquency-related Eligibility Criteria, payoffs and quality control removals.

Worst DQ Status Since Acquisition	Current Status <sup>(1)</sup>										Total
	Current	30	60	90	120	150	180	>180	Paid in Full	QC Removal	
Current	83 <sup>(2)</sup>	0	0	0	0	0	0	0	179	18	280
30	1,727	519	0	0	0	0	0	0	11	1	2,258
60	90	12	51	0	0	0	0	0	3	2	158
90	22	3	4	27	0	0	0	0	0	0	56
120	7	0	0	0	6	0	0	0	0	0	13
150	3	0	0	0	0	4	0	0	0	0	7
180	1	0	0	0	0	0	2	0	0	0	3
>180	1	1	0	0	0	0	0	9	1	0	12
<b>Total</b>	1,934	535	55	27	6	4	2	9	194	21	2,787

(1) The above table takes into account acquisition eligibility criteria prior to the consideration of delinquency and other Cut-off Date eligibility requirements, which could understate such Cut-off Date eligibility exclusions.

(2) Defects identified, but the loans remain subject to the rebuttal process as of December 21, 2022 and therefore are excluded from eligibility.

### Loan Acquisition Practices

All of the Reference Obligations were acquired from and serviced by loan sellers and servicers who are approved by Fannie Mae to conduct business with Fannie Mae. Fannie Mae relies on loan sellers to comply with Fannie Mae's standards and make underwriting decisions that result in investment quality loans. To protect Fannie Mae from acquiring loans that do not meet Fannie Mae's prescribed underwriting standards, loan sellers are required to make representations and warranties as to certain facts and circumstances concerning the loan sellers themselves and the mortgage loans they are selling. Representations and warranties required by Fannie Mae are described in the Mortgage Selling and Servicing Contract, the Fannie Mae Single-Family Selling Guide (the "Selling Guide"), the Fannie Mae Single-Family Servicing Guide (the "Servicing Guide") and other lender contracts (collectively, the "Lender Contract"). Subject to representation and warranty relief and sunset policies described in the offering memorandum, violation of any representation and warranty is a breach of the Lender Contract, entitling Fannie Mae to pursue certain remedies, including a loan repurchase request.

### Underwriting Standards

Fannie Mae's Selling Guide establishes the baseline credit standards for mortgage loans that Fannie Mae acquires from Fannie Mae's approved loan sellers. In evaluating a



borrower's willingness and ability to repay the mortgage loan, the loan seller must include documentation in the loan file that confirms that information provided by the borrower as part of the loan application is accurate and documents the loan seller's assessment of the borrower's credit history, employment, income, assets and other financial information. In addition, the loan seller must conduct a comprehensive risk assessment of each mortgage loan application prior to approving it. The loan seller is also responsible for the accuracy and completeness of the appraisal and its assessment of the marketability of the property as well as underwriting the appraisal report to determine whether the property presents adequate collateral for the mortgage loan.

**Desktop Underwriter**

Approximately 99.13% of the Reference Obligations, by unpaid principal balance, were underwritten through Fannie Mae's Desktop Underwriter® ("DU") system. DU is a proprietary automated underwriting system that evaluates mortgage delinquency risk and arrives at an underwriting recommendation by conducting a comprehensive examination of the primary and contributory risk factors in a mortgage application. DU analyzes the information in the loan case file to reach an overall credit risk assessment to determine eligibility for delivery to Fannie Mae. In addition, DU outlines certain steps necessary for the loan seller to complete the processing of the loan file, including the required documentation necessary to verify borrower income, assets, and property value. All loans delivered to Fannie Mae must meet the documentation requirements stated in the Selling Guide or as required by DU as of the date of origination.

**Servicing Practices**

The servicing of the mortgage loans that are held in Fannie Mae's mortgage portfolio or that back Fannie Mae's MBS is performed by servicers on Fannie Mae's behalf, with Fannie Mae retaining servicing control. Each servicer is required to service the applicable Reference Obligations in accordance with Fannie Mae's servicing guidelines as stated in Fannie Mae's Servicing Guide and related announcements, including applicable contract variances. Fannie Mae's servicing guidelines may be revised from time to time at Fannie Mae's sole discretion.

**Fannie Mae's QC Process**

*General*

Fannie Mae conducts several different types of QC reviews on a sample basis with respect to mortgage loans, including



post-purchase reviews, early payment default reviews, servicing reviews and post-foreclosure reviews. Fannie Mae reviews a statistically valid random sample of newly acquired performing mortgage loans, and augments this random sample with targeted, discretionary sampling employing a number of technology tools and internal models to more accurately identify loans with characteristics that merit further scrutiny in discretionary reviews.

During the course of its post-purchase QC reviews, Fannie Mae may identify the following:

- significant eligibility violations;
- breaches of selling representations or warranties, including instances of fraud or misrepresentation or that a selling warranty the lender made is untrue;
- breaches of the terms of applicable contract provisions; or
- servicing deficiencies that have had a materially adverse effect on the value of the mortgage loan or the acquired property.

If Fannie Mae identifies any of the foregoing, Fannie Mae may require the immediate repurchase of a mortgage loan. Fannie Mae refers to defects that ultimately give rise to a repurchase obligation as "Eligibility Defects." In certain circumstances, Fannie Mae may provide the loan seller with an alternative to the immediate repurchase of a mortgage loan that does not meet Fannie Mae's requirements.

Under Fannie Mae's lender selling representations and warranties framework, lenders are relieved of certain selling representations and warranties that relate to the underwriting of loans delivered to Fannie Mae; *provided* that those loans have achieved an acceptable payment history or a successful full-file quality control review by Fannie Mae. Nonetheless, lenders will not be relieved from Fannie Mae's enforcement with respect to certain "life of loan representations and warranties," including, but not limited to, fraud and misrepresentation, validity of title and Fannie Mae Charter violations.

Any limitations on Fannie Mae's ability to require the repurchase of a mortgage loan is likely to reduce the rate of lender repurchases following certain breaches and thus may increase the exposure of investors to credit losses.



### *Delinquent Mortgage Loans*

Fannie Mae's current quality control process requires completion of an automated analysis of all defaulted loans that remain subject to loan seller repurchase obligations at the time of default. The objective is to determine the likelihood that a defect exists that will result in a repurchase by the loan seller. This automated analysis triggers referral to a specialist for a detailed review. The analysis takes into account the nature and circumstances of the borrower default, the timing and prior payment history of the borrower, the current status of the loan and/or property and other data elements that, based on Fannie Mae's experience, indicate that the default is correlated with a potential loan seller breach requiring a repurchase.

Fannie Mae's QC policies and procedures are generally subject to revision over time as a result of changes in the economic environment as well as changes in regulatory policies and requirements, including implementation of the "Single Security Initiative", among other factors. Further, Fannie Mae may at any time modify our servicing requirements and other procedures in light of our evolving business needs and to minimize losses to taxpayers and our shareholders, among other purposes. These changes may be adopted without regard to investors and in some cases may have a negative impact on Noteholders.

### **Fannie Mae QC Results**

Fannie Mae's post-purchase QC process is designed to evaluate the eligibility of the loans Fannie Mae acquires. In connection with Fannie Mae's post-purchase QC reviews for mortgage loans with LTV ratios greater than 60% and less than or equal to 80% that Fannie Mae acquired during the period from February 1, 2022 through March 31, 2022 and held in various Fannie Mae MBS trusts established between February 1, 2022 and September 30, 2022, Fannie Mae reviewed 2,785 mortgage loans out of the eligible production for the period from February 1, 2022 through March 31, 2022, an approximate 2.43% sample, of which 1,432 are in the Reference Pool. Of the 2,785 mortgage loans, approximately 3.34% (or 93 mortgage loans) remain subject to Fannie Mae's post-purchase QC process as of December 21, 2022.



The following summary is preliminary based on the most current information available as of December 21, 2022. The offering memorandum will contain additional information about the results of Fannie Mae's post purchase QC reviews.

<b>Type of Sample</b>	<b>Number of Loans Reviewed*</b>	<b>Loans With Eligibility Defects</b>	<b>Share of Sample with Eligibility Defects</b>
Randomly Selected .....	1,295	19	1.47%
Discretionary Selections .....	<u>1,490</u>	<u>269</u>	<u>18.05%</u>
<b>Total .....</b>	<b>2,785</b>	<b>288</b>	<b>10.34%</b>

\*93 loans remain subject to the random or discretionary post-purchase review process as of December 21, 2022, some of which may be determined to have eligibility defects.

None of the loans determined by Fannie Mae to have Eligibility Defects as of December 21, 2022 were included in the Reference Pool.

**Due Diligence Review**

In connection with the issuance from time to time of Connecticut Avenue Securities, Fannie Mae engages third-party diligence providers (each, a "Diligence Provider") to conduct limited reviews of mortgage loans that Fannie Mae acquires in a specified calendar quarter and/or calendar month and includes in fully-guaranteed MBS. Each Diligence Provider selects for review a statistically valid, random sample of mortgage loan files (each, a "Diligence Sample") from a broader population of loans that were acquired in the applicable calendar quarter or calendar month and that received full credit and appraisal reviews (and a portion of which received compliance reviews) as part of Fannie Mae's random QC Process.

In its review of first quarter 2022 acquisitions, the relevant Diligence Provider selected a Diligence Sample of 999 mortgage loan files from a broader population of 5,273 loans (all of which met the Preliminary Eligibility Criteria). The related Diligence Sample included 158 Reference Obligations that were included in the final selection of the Reference Pool. The results of the first quarter 2022 review are described more fully in the related sections set forth under "*The Reference Obligations*" in the offering memorandum.

The "Preliminary Eligibility Criteria" are the Eligibility Criteria other than the criteria specified in clauses (b), (d), (e) and (h) of the definition thereof; *provided* that for this purpose clause (k) of the definition thereof is deemed to read as follows: "has an original loan-



to-value ratio that is (i) greater than 60% and (ii) less than or equal to 97%."

## ***THE NOTES***

### **Indenture**

The Notes will be issued pursuant to an Indenture. The permissible Combinations of RCR Notes that may be issued in exchange for Exchangeable Notes are set forth on Schedule I hereto.

### **Class Principal Balance**

As of any Payment Date and for the Notes (in each case without regard to any exchange of Exchangeable Notes for RCR Notes):

- (a) the maximum dollar amount of principal to which the Holders of each related Class of Notes are then entitled, with such amount being equal to the initial Class Principal Balance of such Class of Notes, *minus*
- (b) the aggregate amount of principal paid by the Issuer on such Class of Notes on such Payment Date and all prior Payment Dates, *minus*
- (c) the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates, and *plus*
- (d) the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates.

The Class Principal Balance of each Class of Notes (other than RCR Notes) will at all times equal the Class Notional Amount of the Reference Tranche that corresponds to such Class of Notes. For the avoidance of doubt, no Tranche Write-up Amount or Tranche Write-down Amount will be applied twice on the same Payment Date. The Class Principal Balance of each outstanding Class of RCR Notes entitled to principal will be equal to the outstanding Class Principal Balance of the Exchangeable Notes that were exchanged for such RCR Notes.

### **Interest Accrual Amount**

With respect to each outstanding Class of Notes (and, solely for purposes of calculating allocations of any Modification Loss Amounts, the Class 1B-3H Reference Tranche) and any Payment Date, an amount equal to the accrued interest at the class coupon on the Class Principal Balance or Class Notional Amount, as applicable, of each Class of Notes immediately prior to such Payment Date (or, in the case of certain RCR Notes, the interest entitlement described in Schedule I hereto).





**Interest Payment Amount**

With respect to each outstanding Class of Notes and any Payment Date, an amount equal to the Interest Accrual Amount for such Class of Notes, less any Modification Loss Amount for such Payment Date allocated to reduce such amount for such Class of Notes. In each case, interest amounts that are payable by the Issuer on the related Exchangeable Notes will be allocated to and payable on any outstanding RCR Notes.

**Payments of Principal**

On each Remittance Date, the Custodian will, upon direction from the Indenture Trustee, liquidate Eligible Investments in the Cash Collateral Account and deposit in the Note Distribution Account an amount necessary to pay principal on the Notes as required under the Indenture. Additionally, on each Remittance Date, Fannie Mae will deposit in the Note Distribution Account any Investment Liquidation Contribution included in the Capital Contribution Amount under the Capital Contribution Agreement for payment of principal on the Notes.

Except as described below, on each Payment Date, the Indenture Trustee will distribute, from amounts in the Note Distribution Account, principal to Holders of each outstanding Class of Notes (without regard to any exchanges of Exchangeable Notes for RCR Notes) in an amount equal to the portion of the Subordinate Reduction Amount and the Supplemental Subordinate Reduction Amount allocated, if any, to the corresponding Reference Tranche on such Payment Date. No payments of principal will be made to the Reference Tranches.

On the earlier to occur of (x) the Early Redemption Date, if any, and (y) the Maturity Date, the Issuer will pay 100% of the outstanding Class Principal Balance to Holders of each Class of Notes, after allocations of the Tranche Write-down Amount and the Tranche Write-up Amount for such Payment Date (without regard to any exchanges of Exchangeable Notes for RCR Notes) and after payment of all unpaid fees, expenses and indemnities of the Indenture Trustee, Exchange Administrator, Custodian, Investment Agent and Delaware Trustee.

In each case, principal amounts that are payable by the Issuer on the related Exchangeable Notes will be allocated to and payable on any outstanding RCR Notes that are entitled to principal.

In addition, on the Termination Date, the Projected Recovery Amount will be included in the calculation of the Principal Recovery Amount.

**Event of Default**

An "Event of Default" for the Notes under the Indenture will consist of:

- (a) any failure by the Issuer to pay principal or interest on a Note that continues unremedied for 30 days;



- (b) any failure by the Issuer to pay the then-outstanding Class Principal Balance of any Note on its Maturity Date, to the extent payable under the Indenture;
- (c) any failure by the Issuer to perform in any material respect any other obligation under the Indenture if the failure continues unremedied for 60 days after the Indenture Trustee receives notification by the Holders of at least 25% of the outstanding Class Principal Balance of the Notes (with the outstanding Class Principal Balances of the Exchangeable Notes to be determined without regard to any exchanges for RCR Notes);
- (d) specified events of bankruptcy, insolvency or similar proceedings involving the Issuer;
- (e) the Indenture Trustee ceases to have a valid and enforceable first priority security interest on the assets of the Issuer that are subject to the lien of the Indenture, or such security interest proves not to have been valid or enforceable when granted or purported to have been granted;
- (f) it becomes unlawful for the Issuer to perform or comply with any of its obligations under the Notes, the Indenture or any related document to which it is a party;
- (g) the occurrence of the CAA Early Termination Date as a result of the occurrence of a CAA Early Termination Event; or
- (h) Fannie Mae (or its assignee, if any) fails to make payment of the amount, if any, required to be paid in respect of the Capital Contribution Amount for a Remittance Date pursuant to the Capital Contribution Agreement, which failure continues unremedied for 30 days following receipt of written notice of such failure.

Holders of RCR Notes will be entitled to exercise all the voting or direction rights that are otherwise allocated to the related Exchangeable Notes; *provided, however*, that Holders of any outstanding RCR Notes (other than the Interest Only RCR Notes) will be entitled to exercise their pro rata shares of 99% of the voting or direction rights that are otherwise allocated to the related Exchangeable Notes, and Holders of any outstanding Interest Only RCR Notes will be entitled to exercise 1% of the voting or direction rights that are otherwise allocated to the related Exchangeable Notes.

The appointment of a conservator (or other similar official) by a regulator having jurisdiction over Fannie Mae, whether or not Fannie Mae consents to such appointment, will not constitute an Event of



Default.

**Rights Upon Event of Default**

If an "Event of Default" set forth in clauses (a) through (c) of the definition thereof will have occurred and be continuing, and the Indenture Trustee (at the written direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes due and payable and such declaration and the consequences of such "Event of Default" and acceleration have not been rescinded and annulled, or if an Event of Default set forth in clauses (d) through (h) of the definition thereof will have occurred, the Issuer agrees that the Indenture Trustee will, upon written direction of the Majority Noteholders, to the extent permitted by applicable law, exercise one or more of the following rights, privileges and remedies:

- (i) institute proceedings for the collection of all amounts then payable on the Notes or otherwise payable under the Indenture, whether by declaration or otherwise, enforce any judgment obtained, and collect from the assets of the Issuer any monies adjudged due;
- (ii) exercise any remedies of a secured party under the New York Uniform Commercial Code, as amended, and take any other appropriate action to protect and enforce the rights and remedies of the Noteholders under the Indenture; and
- (iii) exercise any other rights and remedies that may be available at law or in equity.

If an Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Event of Default and acceleration have not been rescinded and annulled, the Majority Noteholders may direct the Indenture Trustee in writing to (i) liquidate all assets (other than assets that are held in the form of cash) held in the Cash Collateral Account into cash, (ii) if entitled to do so under the Collateral Administration Agreement, give notice of a CAA Early Termination Event under the Collateral Administration Agreement to Fannie Mae (if the Collateral Administration Agreement has not yet terminated), (iii) demand payment from Fannie Mae of any amounts due under the Collateral Administration Agreement, (iv) demand payment from Fannie Mae (or any assignee thereof, if any) of any amounts due under the Capital Contribution Agreement and (v) distribute from the Note Distribution Account funds in the amounts and priorities as described in the Indenture.

"Majority Noteholders" means the Holders of at least a majority of the aggregate Class Principal Balance of the outstanding Classes of Notes (without giving effect to exchanges of Exchangeable Notes for RCR



Notes); *provided, however*, that any Notes held by Fannie Mae will be disregarded for such purposes (unless at such time all outstanding Classes of Notes are held by Fannie Mae).

No Noteholder has any right under the Indenture to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, or for the appointment of a receiver or trustee, or for any other remedy, unless:

- (a) the Noteholder has previously given the Indenture Trustee written notice of an Event of Default and of the continuance thereof;
- (b) except as otherwise provided in the Indenture, the Majority Noteholders will have made written request of the Indenture Trustee to institute proceedings in respect of such Event of Default in its own name as Indenture Trustee hereunder and such Holders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;
- (c) the Indenture Trustee for 30 days after its receipt of such notice, request and offer of indemnity set forth in clause (b) above has failed to institute any such proceeding; and
- (d) no direction inconsistent with such written request has been given to the Indenture Trustee during such 30-day period by the Majority Noteholders.

The Majority Noteholders may waive, rescind or annul such declaration of acceleration of the maturity of the Notes as further described in the Indenture.

Holders of such RCR Notes will be entitled to exercise all the voting or direction rights otherwise allocable to the related Exchangeable Notes as further described in the offering memorandum.

**Exchange  
Administration**

Under the Indenture, the Exchange Administrator will be engaged by Fannie Mae to perform certain administrative functions with respect to exchanging Exchangeable Notes for RCR Notes and vice versa. The Exchange Administrator will, among other duties set forth in the Indenture, administer all exchanges of Exchangeable Notes for RCR Notes and vice versa, which will include receiving notices of requests for such exchanges from Noteholders, accepting the Notes to be exchanged, and giving written notice to the Indenture Trustee of all such exchanges. The Exchange Administrator will notify the Indenture Trustee in writing with respect to any exchanges of Exchangeable



Notes for RCR Notes (and vice versa) at the time of such exchange, and the Indenture Trustee will make all subsequent payments in accordance with such written notice, unless notified in writing of a subsequent exchange by the Exchange Administrator (unless the Indenture Trustee and the Exchange Administrator are the same entity, in which event no such written notice will be required).

### ***INVESTMENT CONSIDERATIONS***

**United States Federal Tax Consequences** For U.S. federal income tax purposes, the sources of payments on the Notes (as further described in this term sheet) will be structured as regular interests in one or more real estate mortgage investment conduits (each, a "REMIC"). Accordingly, the Issuer will be treated as holding assets in the form of one or more REMIC regular interests for U.S. federal income tax purposes.

The Issuer will make one or more proper and timely elections to treat certain segregated portions of its assets (exclusive of any assets, rights, obligations and arrangements excluded under the Indenture) as one or more REMICs for U.S. federal income tax purposes.

For U.S. federal income tax purposes, each of the Offered Notes will represent direct or indirect beneficial ownership of one or more regular interests in a REMIC coupled with rights under a notional principal contract.

The arrangement under which the RCR Notes are created will be classified as a grantor trust for U.S. federal income tax purposes. The RCR Notes represent beneficial ownership interests in the applicable Exchangeable Notes for U.S. federal income tax purposes.

**Investment Company Act Considerations** The Issuer has not registered and will not register with the SEC as an investment company under the Investment Company Act of 1940 in reliance on Section 2(b) of the Investment Company Act of 1940.

**Volcker Rule Considerations** The Issuer has been structured so as to not constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, commonly known as the Volcker Rule.

**ERISA Considerations** Subject to the terms and considerations in the offering memorandum, the Notes (other than the Class 1B-1 and Class 1B-2 Notes or RCR Notes for which Class 1B-1 and Class 1B-2 Notes may be exchanged) are expected to be eligible to be purchased by employee benefit plans and entities holding the assets of any such plan.



**Legal Investment**

The Notes will not be "mortgage related securities" for purposes of the Secondary Mortgage Market Enhancement Act of 1984, as amended ("SMMEA"). No representation is or will be made as to the proper characterization of the Notes for legal investment or other purposes, the ability of particular investors to purchase Notes for legal investment or other purposes or the ability of particular investors to purchase the Notes under applicable legal investment or other restrictions.

**Commodity Pool**

The Issuer is not expected to be considered a "commodity pool" and, therefore, it is expected that there will be no need for a "commodity pool operator" to be registered pursuant to the Commodity Exchange Act. In the event the Issuer is determined to be a "commodity pool" and Fannie Mae does not elect to designate a CAA Early Termination Event in respect of any resulting CAA Trigger Event, the Indenture Trustee will be directed in writing under the Indenture to take reasonable steps to assist Fannie Mae in satisfying any requirements that arise from such a determination and to notify the Noteholders of such steps.

**Notes are not  
Asset-Backed  
Securities**

The Notes are not expected to be "asset-backed securities" as defined under Section 3(a)(79) of the Securities Exchange Act of 1934, as amended.

**EU and UK Risk  
Retention and Due  
Diligence  
Requirements**

In connection with (i) Article 5 of Regulation (EU) 2017/2402 (as amended from time to time, the "EU Securitization Regulation") and (ii) Article 5 of Regulation (EU) 2017/2402 as it forms part of UK domestic law (as amended from time to time, the "UK Securitization Regulation"), Fannie Mae will retain a material net economic interest in the exposure related to the Notes issuance transaction of not less than 5%.

Each prospective EU-regulated and UK-regulated institutional investor should consult with its own legal, accounting, regulatory and other advisors and/or its national regulator to determine whether, and to what extent, the information set forth herein and in the offering memorandum generally is sufficient for such EU-regulated or UK-regulated investor to satisfy any due diligence requirements under the EU Securitization Regulation or UK Securitization Regulation, as applicable, including, without limitation, whether the commitment of Fannie Mae to retain a material net economic interest in the exposure related to the Notes issuance transaction is sufficient to satisfy the retention requirements under the EU Securitization Regulation or UK Securitization Regulation, as applicable.

Each prospective EU-regulated and UK-regulated institutional investor should be aware that neither Fannie Mae nor any other transaction party is required to take any action to make available any document or



information prescribed by the EU Securitization Regulation or UK Securitization Regulation from time to time. It is Fannie Mae's intention, on a voluntary basis, to use commercially reasonable efforts to make available to EU-regulated and UK-regulated institutional investors the relevant information set forth in Article 7 of the EU Securitization Regulation and UK Securitization Regulation, respectively, in respect of the Notes issuance transaction in support of such investors' compliance with such regulations. Such voluntary reporting procedures may be reviewed and updated from time to time for the purpose of aligning them as closely as possible with the applicable regulations and related guidance.

**Notes Not Listed**

At the time of issuance, the Notes are not expected to be listed on any national securities exchange or traded on any automated quotation systems of any registered securities association.

**Registration and Denomination**

The Notes will be issuable in book-entry form through DTC, Euroclear and Clearstream in minimum denominations of \$10,000 with integral multiples of \$1 in excess thereof. The Notes are being offered only to "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act) and in offshore transactions to persons who are not "U.S. persons" in reliance on Regulation S under the Securities Act.

**Record Date**

The business day preceding a Payment Date, with respect to beneficial interests in book-entry Notes and the last business day of the preceding month of a Payment Date, with respect to definitive Notes.



**EXAMPLE OF PAYMENTS**

The following sets forth an example of reporting of principal payments from borrowers on the Reference Obligations and payments on the Notes for the Payment Date in February 2023:

December 1 through December 31	Reporting Period	The Master Servicer will report principal payments on the Reference Obligations received during the related Reporting Period (December 1 through December 31) from borrowers including scheduled principal and full and partial principal prepayments.
December 31	Delinquency Determination Date	The Master Servicer will report the MBA delinquency status on the Reference Obligations determined as of the Delinquency Determination Date (December 31).
February 10	Master Servicer Remittance Date	Master Servicer will provide remittance file in respect of the Reference Obligations to the Indenture Trustee on or prior to the 8th business day of each month.
February 24	Record Date	Distributions on each Payment Date will be made to Holders of record for all classes of Notes as of the business day immediately preceding such Payment Date.
February 24	Remittance Date	One business day prior to the Payment Date, the Indenture Trustee withdraws from the Cash Collateral Account (i) amounts payable to Fannie Mae under the Collateral Administration Agreement and (ii) amounts for deposit to the Note Distribution Account. In addition, Fannie Mae deposits to the Note Distribution Account amounts required under the Collateral Administration Agreement and the Capital Contribution Agreement. Amounts in the Note Distribution Account are payable to Noteholders on the Payment Date.
February 27	Payment Date	On the 25th day of each month (or if the 25th day is not a business day, the next business day), the Issuer will make payments to Noteholders.

Succeeding months will follow the same pattern.





SCHEDULE I

CONNECTICUT AVENUE SECURITIES, SERIES 2023-R02  
RCR NOTES  
AVAILABLE COMBINATIONS AND RECOMBINATIONS

Combination	Class of Exchangeable or RCR Note	Maximum Original Balance / Notional Amount (\$)	Exchange Proportions (%) <sup>(1)</sup>	Class of RCR Note	Maximum Original Balance / Notional Amount (\$)	Exchange Proportions (%) <sup>(1)</sup>	Class Coupon (%)	Expected Ratings (S&P / DBRS)
1	1M-2A	\$51,328,000	33.3333333333%	1M-2	\$153,984,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
	1M-2B	\$51,328,000	33.3333333333%					
	1M-2C	\$51,328,000	33.3333333333%					
2	1M-2A	\$51,328,000	100.0000000000%	1E-A1	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (high) (sf)
				1A-I1	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (high) (sf)
3	1M-2A	\$51,328,000	100.0000000000%	1E-A2	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (high) (sf)
				1A-I2	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (high) (sf)
4	1M-2A	\$51,328,000	100.0000000000%	1E-A3	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (high) (sf)
				1A-I3	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (high) (sf)
5	1M-2A	\$51,328,000	100.0000000000%	1E-A4	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (high) (sf)
				1A-I4	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (high) (sf)
6	1M-2B	\$51,328,000	100.0000000000%	1E-B1	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
				1B-I1	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (sf)
7	1M-2B	\$51,328,000	100.0000000000%	1E-B2	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
				1B-I2	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (sf)
8	1M-2B	\$51,328,000	100.0000000000%	1E-B3	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
				1B-I3	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (sf)
9	1M-2B	\$51,328,000	100.0000000000%	1E-B4	\$51,328,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
				1B-I4	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB (sf) / BBB (sf)
10	1M-2C	\$51,328,000	100.0000000000%	1E-C1	\$51,328,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
				1C-I1	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB- (sf) / BBB (sf)
11	1M-2C	\$51,328,000	100.0000000000%	1E-C2	\$51,328,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
				1C-I2	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB- (sf) / BBB (sf)
12	1M-2C	\$51,328,000	100.0000000000%	1E-C3	\$51,328,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
				1C-I3	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB- (sf) / BBB (sf)
13	1M-2C	\$51,328,000	100.0000000000%	1E-C4	\$51,328,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
				1C-I4	\$51,328,000 <sup>(2)</sup>	100.0000000000%	% <sup>(3)</sup>	BBB- (sf) / BBB (sf)
14	1E-A1	\$51,328,000	50.0000000000%	1E-D1	\$102,656,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
	1E-B1	\$51,328,000	50.0000000000%					
15	1E-A2	\$51,328,000	50.0000000000%	1E-D2	\$102,656,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
	1E-B2	\$51,328,000	50.0000000000%					
16	1E-A3	\$51,328,000	50.0000000000%	1E-D3	\$102,656,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
	1E-B3	\$51,328,000	50.0000000000%					
17	1E-A4	\$51,328,000	50.0000000000%	1E-D4	\$102,656,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
	1E-B4	\$51,328,000	50.0000000000%					
18	1M-2A	\$51,328,000	50.0000000000%	1E-D5	\$102,656,000	100.0000000000%	SOFR + ___%	BBB (sf) / BBB (sf)
	1M-2B	\$51,328,000	50.0000000000%					
19	1E-B1	\$51,328,000	50.0000000000%	1E-F1	\$102,656,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
	1E-C1	\$51,328,000	50.0000000000%					
20	1E-B2	\$51,328,000	50.0000000000%	1E-F2	\$102,656,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
	1E-C2	\$51,328,000	50.0000000000%					

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Combination	Class of Exchangeable or RCR Note	Maximum Original Balance / Notional Amount (\$)	Exchange Proportions (%) <sup>(1)</sup>	Class of RCR Note	Maximum Original Balance / Notional Amount (\$)	Exchange Proportions (%) <sup>(1)</sup>	Class Coupon (%)	Expected Ratings (S&P / DBRS)
21	1E-B3	\$51,328,000	50.0000000000%	1E-F3	\$102,656,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
	1E-C3	\$51,328,000	50.0000000000%					
22	1E-B4	\$51,328,000	50.0000000000%	1E-F4	\$102,656,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
	1E-C4	\$51,328,000	50.0000000000%					
23	1M-2B	\$51,328,000	50.0000000000%	1E-F5	\$102,656,000	100.0000000000%	SOFR + ___%	BBB- (sf) / BBB (sf)
	1M-2C	\$51,328,000	50.0000000000%					
24	1A-I1	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-X1	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB (sf) / BBB (sf)
	1B-I1	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
25	1A-I2	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-X2	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB (sf) / BBB (sf)
	1B-I2	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
26	1A-I3	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-X3	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB (sf) / BBB (sf)
	1B-I3	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
27	1A-I4	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-X4	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB (sf) / BBB (sf)
	1B-I4	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
28	1B-I1	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-Y1	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB- (sf) / BBB (sf)
	1C-I1	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
29	1B-I2	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-Y2	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB- (sf) / BBB (sf)
	1C-I2	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
30	1B-I3	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-Y3	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB- (sf) / BBB (sf)
	1C-I3	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
31	1B-I4	\$51,328,000 <sup>(2)</sup>	50.0000000000%	1-Y4	\$102,656,000 <sup>(2)</sup>	100.0000000000%	___% <sup>(4)</sup>	BBB- (sf) / BBB (sf)
	1C-I4	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
32	1M-2C	\$51,328,000	100.0000000000%	1-J1	\$51,328,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1-X1	\$102,656,000 <sup>(2)</sup>	200.0000000000%					
33	1M-2C	\$51,328,000	100.0000000000%	1-J2	\$51,328,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1-X2	\$102,656,000 <sup>(2)</sup>	200.0000000000%					
34	1M-2C	\$51,328,000	100.0000000000%	1-J3	\$51,328,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1-X3	\$102,656,000 <sup>(2)</sup>	200.0000000000%					
35	1M-2C	\$51,328,000	100.0000000000%	1-J4	\$51,328,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1-X4	\$102,656,000 <sup>(2)</sup>	200.0000000000%					
36	1E-F5	\$102,656,000	100.0000000000%	1-K1	\$102,656,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1A-I1	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
37	1E-F5	\$102,656,000	100.0000000000%	1-K2	\$102,656,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1A-I2	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
38	1E-F5	\$102,656,000	100.0000000000%	1-K3	\$102,656,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1A-I3	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
39	1E-F5	\$102,656,000	100.0000000000%	1-K4	\$102,656,000 <sup>(5)</sup>	100.0000000000%	<sup>(6)</sup>	BBB- (sf) / BBB (sf)
	1A-I4	\$51,328,000 <sup>(2)</sup>	50.0000000000%					
40	1M-2	\$153,984,000	100.0000000000%	1M-2Y	\$153,984,000 <sup>(7)</sup>	100.0000000000%	<sup>(8)</sup>	BBB- (sf) / BBB (sf)
				1M-2X	\$153,984,000 <sup>(2)</sup>	100.0000000000%	<sup>(9)</sup>	BBB- (sf) / BBB (sf)
41	1B-1A	\$56,984,000	50.0000000000%	1B-1	\$113,968,000	100.0000000000%	SOFR + ___%	BB- (sf) / BB (sf)
	1B-1B	\$56,984,000	50.0000000000%					
42	1B-1	\$113,968,000	100.0000000000%	1B-1Y	\$113,968,000 <sup>(7)</sup>	100.0000000000%	<sup>(8)</sup>	BB- (sf) / BB (sf)
				1B-1X	\$113,968,000 <sup>(2)</sup>	100.0000000000%	<sup>(9)</sup>	BB- (sf) / BB (sf)
43	1B-2	\$65,848,000	100.0000000000%	1B-2Y	\$65,848,000 <sup>(7)</sup>	100.0000000000%	<sup>(8)</sup>	B- (sf) / B (sf)
				1B-2X	\$65,848,000 <sup>(2)</sup>	100.0000000000%	<sup>(9)</sup>	B- (sf) / B (sf)

<sup>(1)</sup> Exchange proportions are constant proportions of the original Class Principal Balances or Class Notional Amounts, as applicable, of the Class or Classes of Exchangeable or RCR Notes being exchanged. For any combinations that include both a Class of Notes with a Class Notional Amount and a Class of Notes with a Class Principal Balance, the exchange proportion shown relates to the aggregate original Class Principal Balance of the Class or Classes of Exchangeable or RCR Notes being received in such exchange. In accordance with the exchange proportions, Holders of



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Exchangeable Notes may exchange those Notes for RCR Notes, and vice versa. In addition, Holders of certain Classes of RCR Notes may exchange those Notes for other Classes of RCR Notes, and vice versa.

- (2) This Class is an interest only class with a Class Notional Amount as of any Payment Date equal to a specified percentage of the outstanding Class Principal Balance of the related Class of Exchangeable or RCR Note or Notes.
- (3) The interest payment on each of these Classes of Interest Only RCR Notes for a Payment Date represents a portion of the interest payment on the Class of Exchangeable Notes included in the related Combination for that Payment Date. For any Payment Date for which 30-day Average SOFR is less than the applicable value set forth below (the "Negative SOFR Trigger"), the interest payment on the specified Class of Interest Only RCR Notes will be calculated as the lesser of (x) the amount calculated based on the class coupon set forth above for that Class and (y) the excess of (i) the interest amount payable on the related Class of Exchangeable Notes for that Payment Date over (ii) the interest amount payable on the Class of floating rate RCR Notes included in the same Combination for that Payment Date.

<u>Class of Interest Only RCR Notes</u>	<u>Negative SOFR Trigger</u>
Class 1A-I1 Notes .....	- %
Class 1A-I2 Notes .....	- %
Class 1A-I3 Notes .....	- %
Class 1A-I4 Notes .....	- %
Class 1B-I1 Notes.....	- %
Class 1B-I2 Notes.....	- %
Class 1B-I3 Notes.....	- %
Class 1B-I4 Notes.....	- %
Class 1C-I1 Notes.....	- %
Class 1C-I2 Notes.....	- %
Class 1C-I3 Notes.....	- %
Class 1C-I4 Notes.....	- %

- (4) The interest payment on each of these Classes of Interest Only RCR Notes for a Payment Date represents a portion of the interest payments on the Classes of RCR Notes included in the related Combination for that Payment Date. For any Payment Date for which 30-day Average SOFR is determined to be less than the applicable Negative SOFR Trigger set forth below, the interest payment on the specified Class of Interest Only RCR Notes will be calculated as the lesser of (x) the amount calculated based on the class coupon set forth above for that Class and (y) the aggregate of the interest amounts payable on the Classes of RCR Notes included in the same Combination that were exchanged for the specified Class of Interest Only RCR Notes for that Payment Date.

<u>Class of Interest Only RCR Notes</u>	<u>Negative SOFR Trigger</u>
Class 1-X1 Notes .....	- %
Class 1-X2 Notes .....	- %
Class 1-X3 Notes .....	- %
Class 1-X4 Notes .....	- %
Class 1-Y1 Notes .....	- %
Class 1-Y2 Notes .....	- %
Class 1-Y3 Notes .....	- %
Class 1-Y4 Notes .....	- %

- (5) This Class has a Class Principal Balance as of any Payment Date equal to a specified percentage of the outstanding Class Principal Balance of the related Class of Exchangeable or RCR Notes that has a Class Principal Balance; *provided, however*, that if the Class Principal Balance of the related Class of Exchangeable or RCR Notes that has a Class Principal Balance has been reduced to zero and the Class Notional Amount of the related Class of Exchangeable or RCR Notes with a Class Notional Amount is greater than zero, then this Class will no longer have a Class Principal Balance.
- (6) The interest payment on each of these Classes of RCR Notes for a Payment Date represents the sum of the interest payments on the Classes of Exchangeable and RCR Notes included in the related Combination for that Payment Date. The class coupon for each of these Classes of RCR Notes with respect to any Payment Date will be a fraction, expressed as a per annum rate, equal to (i) the aggregate interest amount payable on such Payment Date in respect of the Classes of Notes included in the applicable Combination and exchanged for such Class of RCR Notes, divided by (ii) the Class Principal Balance of such Class of RCR Notes immediately prior to such Payment Date, multiplied by (iii) a fraction, the numerator of which is 360 and the denominator of which is the actual number of days in the related Note Accrual Period; *provided* that on any Payment Date following the reduction of the Class Principal Balance of such Class of RCR Notes to zero, the interest entitlement of such Class of RCR Notes will be equal to the interest accrued on the remaining Class of Interest Only RCR Notes included in the applicable Combination that was exchanged for such Class of RCR Notes.
- (7) This Class has an outstanding Class Principal Amount as of any Payment Date equal to the outstanding Class Principal Balance of the related Class of Exchangeable Notes or RCR Notes.
- (8) The interest payment on this Class of RCR Notes for a Payment Date represents the portion of such interest that is received in respect of the REMIC regular interest component of the related Class of Exchangeable Notes or RCR Notes.
- (9) The interest payment on this Class of Interest Only RCR Notes for a Payment Date represents the portion of such interest attributable to a notional principal contract and does not constitute interest in respect of the REMIC regular interest component of the related Class of Exchangeable Notes or RCR Notes.

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**GLOSSARY OF CERTAIN DEFINED TERMS**

"Credit Event Amount" means, with respect to each Payment Date, the aggregate amount of the Credit Event UPBs of all Credit Event Reference Obligations for the related Reporting Period.

"Credit Event Net Gain" means, with respect to any Credit Event Reference Obligation, an amount equal to the *excess*, if any, of:

- (a) the related Net Liquidation Proceeds, over
- (b) the *sum* of:
  - (i) the related Credit Event UPB;
  - (ii) the total amount of prior principal forgiveness modifications (excluding any reduction in principal balance that resulted from the origination of a High LTV Refinance Reference Obligation), if any, on the related Credit Event Reference Obligation; and
  - (iii) delinquent accrued interest thereon, calculated at the applicable Current Accrual Rate from the related last-paid interest date through the date such Reference Obligation has been reported as a Credit Event Reference Obligation.

"Credit Event Net Loss" means, with respect to any Credit Event Reference Obligation, an amount equal to the *excess*, if any, of:

- (a) the sum of:
  - (i) the related Credit Event UPB;
  - (ii) the total amount of prior principal forgiveness modifications (excluding any reduction in principal balance that resulted from the origination of a High LTV Refinance Reference Obligation), if any, on the related Credit Event Reference Obligation; and
  - (iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date such Reference Obligation has been reported as a Credit Event Reference Obligation, *over*
- (b) the related Net Liquidation Proceeds.

As indicated below, the Net Liquidation Proceeds for any Credit Event Reference Obligation will be determined based on the proceeds received (net of related expenses and credits) during the period including the month in which such Reference Obligation became a Credit Event Reference Obligation together with the immediately following three-month period. Any proceeds or expenses received or incurred thereafter with respect to such Credit Event Reference



Obligation will be determined on a monthly basis for inclusion in the calculation of the Principal Recovery Amount or Principal Loss Amount, as applicable.

"Credit Event Reference Obligation" means, with respect to any Payment Date, any Reference Obligation with respect to which a Credit Event has occurred.

"Credit Event UPB" means, with respect to each Credit Event Reference Obligation, the unpaid principal balance of such Reference Obligation as of the end of the Reporting Period related to the Payment Date that it became a Credit Event Reference Obligation.

"Current Accrual Rate" means, with respect to each Payment Date and any Reference Obligation, the current mortgage rate (as adjusted for any Modification Event), less the greater of (i) the related servicing fee rate and (ii) 35 basis points.

"Delinquency Test" means, for any Payment Date, a test that will be satisfied if:

(a) the sum of the Distressed Principal Balance for the current Payment Date and each of the preceding five Payment Dates, divided by six, is less than

(b) 40% of the excess of (i) the product of (x) the Subordinate Percentage and (y) the aggregate unpaid principal balance of the Reference Obligations as of the preceding Payment Date over (ii) the Principal Loss Amount for the current Payment Date.

"Distressed Principal Balance" means, for any Payment Date, the aggregate unpaid principal balance of the Reference Obligations that are 90 days or more delinquent or are otherwise in foreclosure or REO status.

"High LTV Refinance Option" means Fannie Mae's high loan-to-value refinance program, effective October 1, 2017, designed to provide refinance opportunities to borrowers with existing Fannie Mae mortgages who are current in their mortgage payments but whose loan-to-value ratios exceed the maximum permitted for standard refinance products under the Selling Guide.

"Minimum Credit Enhancement Test" means, with respect to any Payment Date, a test that will be satisfied if the Subordinate Percentage (solely for purposes of such test, rounded to the sixth decimal place) is greater than or equal to 4.750000%.

"Net Liquidation Proceeds" means, with respect to any Credit Event Reference Obligation, the sum of the related liquidation proceeds and any proceeds received from the related servicer in connection with such Credit Event Reference Obligation, less related expenses and credits, including but not limited to taxes and insurance, legal costs, maintenance and preservation costs, in each case during the period including the month in which such Reference Obligation became a Credit Event Reference Obligation together with the immediately following three-month period.

"Original Accrual Rate" means, with respect to any Reference Obligation, the mortgage rate as of the Cut-off Date or, in the case of a High LTV Refinance Reference Obligation, the origination date, less the greater of (i) the related servicing fee and (ii) 35 basis points.

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"Preliminary Class Notional Amount" means, for a Payment Date and Reference Tranche, an amount equal to the Class Notional Amount of a Reference Tranche immediately prior to such Payment Date after the application of the Preliminary Tranche Write-down Amount in accordance with the priorities set forth in the Allocation of Tranche Write-down Amount for the related Notes and after the application of the Preliminary Tranche Write-up Amount in accordance with the priorities set forth in the Allocation of Tranche Write-up Amount.

"Preliminary Principal Loss Amount" means, for a Payment Date, an amount equal to the Principal Loss Amount computed without giving effect to clause (d) of the definition of Principal Loss Amount.

"Preliminary Tranche Write-down Amount" means, for a Payment Date, and amount equal to the Tranche Write-down Amount computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount.

"Preliminary Tranche Write-up Amount" means, for a Payment Date, an amount equal to the Tranche Write-up Amount computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount.

"Projected Recovery Amount" means, as of the Termination Date, the aggregate amount of subsequent recoveries, net of expenses and credits, projected to be received on the Reference Pool, calculated based on a formula to be derived by Fannie Mae from the actual net recovery experience for the Reference Pool during the 30-month period immediately preceding the Termination Date, plus any additional amount determined by Fannie Mae in its sole discretion to be appropriate for purposes of the foregoing projection in light of then-current market conditions. Information regarding the formula and results of the related calculations will be provided to Holders through Payment Date statements in advance of the Termination Date. In the absence of manifest error, Fannie Mae's determination of the Projected Recovery Amount will be final.

"Senior Percentage" means, with respect to each Payment Date, the percentage equivalent of a fraction, the numerator of which is the Class Notional Amount of the Senior Reference Tranche immediately prior to such Payment Date and the denominator of which is the aggregate unpaid principal balance of the Reference Obligations at the end of the previous Reporting Period.

"Subordinate Percentage" means, with respect to each Payment Date and the Notes, 100% minus the Senior Percentage for such Payment Date.



### Weighted Average Life and Modeling Assumptions

Weighted average life of a Class of Notes refers to the average amount of time that will elapse from the date of issuance of such Class of Notes until each dollar is distributed and any Tranche Write-down Amount is allocated in reduction of its principal balance. The weighted average lives of the Notes will be influenced by, among other things, the rate at which principal of the mortgage loans that are Reference Obligations is paid, which may be in the form of scheduled amortization, prepayments or liquidations and the timing and rate of allocation of Tranche Write-down Amounts and Tranche Write-up Amounts.

Prepayments on mortgage loans are commonly measured relative to a constant prepayment standard or model. The model used in this term sheet for the Reference Obligations is a Constant Prepayment Rate (or "CPR"). CPR assumes that the outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate. In projecting monthly cashflows, this rate is converted to an equivalent monthly rate. CPR does not purport to be either a historical description of the prepayment experience of mortgage loans or a prediction of the anticipated rate of prepayment of any mortgage loans, including the Reference Obligations. The percentages of CPR in the tables below do not purport to be historical description of relative prepayment experience of the Reference Obligations or predictions of the anticipated relative rate of prepayment of the Reference Obligations. Variations in the prepayment experience and the principal balance of the Reference Obligations that prepay may increase or decrease the percentages of initial Class Principal Balance (and weighted average lives) shown in the following tables. Such variations may occur even if the average prepayment experience of all such Reference Obligations equals any of the specified percentages of CPR.

The Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Table, Cumulative Note Write-down Amount Tables and Yield Tables below were prepared based on the following assumptions (collectively, the "Modeling Assumptions"):

- (1) the initial Class Principal Balances or Class Notional Amounts are as set forth in the table on page 4;
- (2) the scheduled monthly payment for each Reference Obligation is based on its unpaid principal balance, current mortgage rate and remaining amortization term to maturity so that it will fully amortize in amounts sufficient for the repayment thereof over its remaining amortization term to maturity;
- (3) each monthly payment of scheduled principal and interest on the Reference Obligations is timely received on the first day of each month commencing in January 2023;
- (4) other than with respect to the Declining Balances Tables, the Reference Obligations experience Credit Events at the indicated CDR percentages and there is no lag between the related Credit Event Amounts and the application of any related Excess Credit Event Amount; the Principal Loss Amount is equal to 25% of the Credit Event Amount; in the case of the Declining Balances Tables, it is assumed that no Credit Events occur;
- (5) the Delinquency Test is satisfied for each Payment Date;



- (6) principal prepayments in full on the Reference Obligations are received on the last day of each month beginning in the calendar month prior to the month in which the first Payment Date occurs;
- (7) there are no partial principal prepayments on the Reference Obligations;
- (8) the Reference Obligations prepay at the indicated CPR percentages;
- (9) except as specified in the tables, there are no defaults or delinquencies on the Reference Obligations;
- (10) Payment Dates occur on the 25th day of each month commencing in February 2023;
- (11) Remittance Dates occur on the 24th day of each month commencing in February 2023;
- (12) there are no purchases, removals, reinstatements, or substitutions of Reference Obligations;
- (13) there are no Modification Events or data corrections in connection with the Reference Obligations;
- (14) the Maturity Date is the Payment Date in January 2043;
- (15) there is no Early Redemption Option exercised (except in the case of Weighted Average Life (years) to Early Redemption Date);
- (16) the Closing Date is February 10, 2023;
- (17) 30-day Average SOFR stays constant at 4.31011%;
- (18) the Reference Obligations are aggregated into the assumed mortgage loans having the characteristics as described in "Assumed Characteristics of the Reference Obligations as of the Cut-off Date";
- (19) there are no Reversed Credit Event Reference Obligations;
- (20) the Projected Recovery Amount is zero;
- (21) there are no Originator Rep and Warranty Settlements;
- (22) the Collateral Administration Agreement does not terminate prior to the Payment Date in January 2043 (except in the case of Weighted Average Life (years) to Early Redemption Date);
- (23) there is no Event of Default under the Indenture;
- (24) there are no losses or delays in the liquidation of Eligible Investments in the Cash Collateral Account; and
- (25) the Class 1M-1 margin is equal to 2.45%, the Class 1M-2 margin is equal to 3.50%, the Class 1B-1 margin is equal to 5.75% and the Class 1B-2 margin is equal to 7.50%.

The following default sensitivity tables assume a constant rate of Reference Obligations becoming Credit Event Reference Obligations each month relative to the then outstanding aggregate principal balance of Reference Obligations. This credit event rate (or "CDR") does not purport to be either an historical description of the default experience of the Reference Obligations or a prediction of the anticipated rate of defaults on the Reference Obligations. The rate and extent of actual defaults experienced on the Reference Obligations are likely to differ from those assumed and may differ significantly. A rate of 1.0% CDR assumes Reference Obligations become Credit Event Reference Obligations at an annual rate of 1.0% that remains in effect through the remaining lives of such Reference Obligations. Further, it is unlikely the Reference Obligations will become Credit Event Reference Obligations at any specified percentage of CDR.

*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*





*Assumed Characteristics of the Reference Obligations as of the Cut-off Date*

Assumed Reference Obligation Group Number	Unpaid Principal Balance (\$)	Remaining Term to Stated Maturity (months)	Original Term to Stated Maturity (months)	Gross Mortgage Rate (%)
1	1,195,331.96	348	360	2.375
2	4,254,726.11	342	351	2.498
3	50,965,780.49	350	359	2.624
4	336,818,753.34	350	359	2.748
5	666,975,282.04	350	359	2.873
6	1,125,272,714.83	350	359	2.991
7	1,191,162,846.82	350	359	3.123
8	2,689,687,949.34	350	359	3.246
9	2,412,870,123.08	350	359	3.372
10	2,018,607,492.30	350	359	3.494
11	1,612,388,832.93	350	359	3.620
12	1,872,913,553.65	351	359	3.744
13	1,979,497,674.93	351	359	3.872
14	1,377,747,860.96	351	359	3.991
15	609,917,977.20	351	359	4.122
16	805,768,365.37	352	360	4.247
17	539,860,096.60	352	360	4.373
18	424,041,248.05	352	360	4.497
19	172,427,670.15	352	360	4.621
20	152,749,493.89	352	360	4.748
21	123,096,154.64	352	360	4.874
22	72,463,189.05	352	360	4.996
23	9,254,166.25	351	359	5.125
24	5,292,379.07	353	360	5.249
25	2,332,868.59	353	360	5.375
26	2,158,203.99	353	360	5.500
27	1,406,157.74	353	360	5.625

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**Declining Balances Tables**

*Percentages of Original Class Principal Balances Outstanding and Weighted Average Lives*

Date	Class 1M-1 CPR Prepayment Assumption							
	<u>0%</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>	<u>20%</u>	<u>25%</u>	<u>30%</u>	<u>35%</u>
Closing Date	100	100	100	100	100	100	100	100
January 25, 2024	95	83	71	59	47	35	24	12
January 25, 2025	90	67	46	25	6	0	0	0
January 25, 2026	85	52	23	0	0	0	0	0
January 25, 2027	80	38	3	0	0	0	0	0
January 25, 2028	74	25	0	0	0	0	0	0
January 25, 2029	68	12	0	0	0	0	0	0
January 25, 2030	62	*	0	0	0	0	0	0
January 25, 2031	56	0	0	0	0	0	0	0
January 25, 2032	50	0	0	0	0	0	0	0
January 25, 2033	43	0	0	0	0	0	0	0
January 25, 2034	36	0	0	0	0	0	0	0
January 25, 2035	29	0	0	0	0	0	0	0
January 25, 2036	22	0	0	0	0	0	0	0
January 25, 2037	14	0	0	0	0	0	0	0
January 25, 2038	6	0	0	0	0	0	0	0
January 25, 2039	0	0	0	0	0	0	0	0
January 25, 2040	0	0	0	0	0	0	0	0
January 25, 2041	0	0	0	0	0	0	0	0
January 25, 2042	0	0	0	0	0	0	0	0
January 25, 2043	0	0	0	0	0	0	0	0
Weighted Average Life (years) to Maturity	8.61	3.28	1.91	1.32	0.99	0.78	0.64	0.54
Weighted Average Life (years) to Early Redemption Date**	4.34	3.02	1.91	1.32	0.99	0.78	0.64	0.54

\* Indicates a number that is greater than 0.0% but less than 0.5%.

\*\* The Early Redemption Date is assumed to occur on the earliest possible Payment Date, which is in January 2028.



Connecticut Avenue Securities, Series 2023-R02  
 CONFIDENTIAL PRELIMINARY TERM SHEET

**Class 1M-2**  
**CPR Prepayment Assumption**

<b>Date</b>	<b><u>0%</u></b>	<b><u>5%</u></b>	<b><u>10%</u></b>	<b><u>15%</u></b>	<b><u>20%</u></b>	<b><u>25%</u></b>	<b><u>30%</u></b>	<b><u>35%</u></b>
Closing Date	100	100	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	100	100	100
January 25, 2025	100	100	100	100	100	71	29	0
January 25, 2026	100	100	100	92	35	0	0	0
January 25, 2027	100	100	100	34	0	0	0	0
January 25, 2028	100	100	63	0	0	0	0	0
January 25, 2029	100	100	25	0	0	0	0	0
January 25, 2030	100	100	0	0	0	0	0	0
January 25, 2031	100	73	0	0	0	0	0	0
January 25, 2032	100	47	0	0	0	0	0	0
January 25, 2033	100	23	0	0	0	0	0	0
January 25, 2034	100	0	0	0	0	0	0	0
January 25, 2035	100	0	0	0	0	0	0	0
January 25, 2036	100	0	0	0	0	0	0	0
January 25, 2037	100	0	0	0	0	0	0	0
January 25, 2038	100	0	0	0	0	0	0	0
January 25, 2039	95	0	0	0	0	0	0	0
January 25, 2040	74	0	0	0	0	0	0	0
January 25, 2041	53	0	0	0	0	0	0	0
January 25, 2042	30	0	0	0	0	0	0	0
January 25, 2043	0	0	0	0	0	0	0	0
Weighted Average Life (years) to Maturity	18.08	8.92	5.36	3.73	2.82	2.23	1.82	1.52
Weighted Average Life (years) to Early Redemption Date*	4.96	4.96	4.82	3.73	2.82	2.23	1.82	1.52

\* The Early Redemption Date is assumed to occur on the earliest possible Payment Date, which is in January 2028.

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Connecticut Avenue Securities, Series 2023-R02  
CONFIDENTIAL PRELIMINARY TERM SHEET

**Class 1B-1**  
**CPR Prepayment Assumption**

<b>Date</b>	<b><u>0%</u></b>	<b><u>5%</u></b>	<b><u>10%</u></b>	<b><u>15%</u></b>	<b><u>20%</u></b>	<b><u>25%</u></b>	<b><u>30%</u></b>	<b><u>35%</u></b>
Closing Date	100	100	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	100	100	100
January 25, 2025	100	100	100	100	100	100	100	90
January 25, 2026	100	100	100	100	100	84	37	0
January 25, 2027	100	100	100	100	71	17	0	0
January 25, 2028	100	100	100	84	19	0	0	0
January 25, 2029	100	100	100	41	0	0	0	0
January 25, 2030	100	100	89	5	0	0	0	0
January 25, 2031	100	100	57	0	0	0	0	0
January 25, 2032	100	100	28	0	0	0	0	0
January 25, 2033	100	100	3	0	0	0	0	0
January 25, 2034	100	99	0	0	0	0	0	0
January 25, 2035	100	76	0	0	0	0	0	0
January 25, 2036	100	54	0	0	0	0	0	0
January 25, 2037	100	33	0	0	0	0	0	0
January 25, 2038	100	14	0	0	0	0	0	0
January 25, 2039	100	0	0	0	0	0	0	0
January 25, 2040	100	0	0	0	0	0	0	0
January 25, 2041	100	0	0	0	0	0	0	0
January 25, 2042	100	0	0	0	0	0	0	0
January 25, 2043	0	0	0	0	0	0	0	0
Weighted Average Life (years) to Maturity	19.96	13.25	8.29	5.83	4.41	3.50	2.86	2.40
Weighted Average Life (years) to Early Redemption Date*	4.96	4.96	4.96	4.94	4.36	3.50	2.86	2.40

\* The Early Redemption Date is assumed to occur on the earliest possible Payment Date, which is in January 2028.

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**Class 1B-2**  
**CPR Prepayment Assumption**

<b>Date</b>	<b><u>0%</u></b>	<b><u>5%</u></b>	<b><u>10%</u></b>	<b><u>15%</u></b>	<b><u>20%</u></b>	<b><u>25%</u></b>	<b><u>30%</u></b>	<b><u>35%</u></b>
Closing Date	100	100	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	100	100	100
January 25, 2025	100	100	100	100	100	100	100	100
January 25, 2026	100	100	100	100	100	100	100	96
January 25, 2027	100	100	100	100	100	100	69	27
January 25, 2028	100	100	100	100	100	63	17	0
January 25, 2029	100	100	100	100	74	21	0	0
January 25, 2030	100	100	100	100	37	0	0	0
January 25, 2031	100	100	100	71	8	0	0	0
January 25, 2032	100	100	100	42	0	0	0	0
January 25, 2033	100	100	100	18	0	0	0	0
January 25, 2034	100	100	77	0	0	0	0	0
January 25, 2035	100	100	54	0	0	0	0	0
January 25, 2036	100	100	34	0	0	0	0	0
January 25, 2037	100	100	16	0	0	0	0	0
January 25, 2038	100	100	*	0	0	0	0	0
January 25, 2039	100	95	0	0	0	0	0	0
January 25, 2040	100	75	0	0	0	0	0	0
January 25, 2041	100	56	0	0	0	0	0	0
January 25, 2042	100	38	0	0	0	0	0	0
January 25, 2043	0	0	0	0	0	0	0	0
Weighted Average Life (years) to Maturity	19.96	18.24	12.31	8.81	6.71	5.34	4.38	3.66
Weighted Average Life (years) to Early Redemption Date**	4.96	4.96	4.96	4.96	4.96	4.84	4.33	3.66

\* Indicates a number that is greater than 0.0% but less than 0.5%.

\*\* The Early Redemption Date is assumed to occur on the earliest possible Payment Date, which is in January 2028.



*Credit Event Sensitivity Table*  
Cumulative Credit Events (as % of the Cut-off Date Balance)

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.25%	3.68%	2.46%	1.74%	1.29%	1.00%	0.81%	0.67%	0.56%
0.50%	7.21%	4.84%	3.43%	2.56%	1.99%	1.60%	1.32%	1.11%
0.75%	10.60%	7.13%	5.07%	3.80%	2.96%	2.39%	1.97%	1.66%
1.00%	13.85%	9.36%	6.68%	5.01%	3.91%	3.16%	2.62%	2.21%
1.50%	19.97%	13.59%	9.76%	7.36%	5.78%	4.68%	3.89%	3.29%
2.00%	25.60%	17.54%	12.68%	9.61%	7.58%	6.16%	5.13%	4.34%
3.00%	35.56%	24.72%	18.10%	13.86%	11.01%	9.01%	7.53%	6.41%



*Cumulative Note Write-down Amount Tables*

**Class 1M-1 Cumulative Write-down Amount (as % of Class 1M-1 Original Class Principal Balance)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.75%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1.00%	33.99%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1.50%	99.61%	30.58%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2.00%	99.61%	81.33%	19.01%	0.00%	0.00%	0.00%	0.00%	0.00%
3.00%	99.61%	98.57%	88.44%	34.10%	0.00%	0.00%	0.00%	0.00%

**Class 1M-2 Cumulative Write-down Amount (as % of Class 1M-2 Original Class Principal Balance)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.75%	81.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1.00%	100.00%	42.38%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1.50%	100.00%	100.00%	54.96%	0.00%	0.00%	0.00%	0.00%	0.00%
2.00%	100.00%	100.00%	100.00%	50.43%	0.00%	0.00%	0.00%	0.00%
3.00%	100.00%	100.00%	100.00%	100.00%	94.16%	31.51%	0.00%	0.00%

**Class 1B-1 Cumulative Write-down Amount (as % of Class 1B-1 Original Class Principal Balance)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.50%	73.71%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.75%	100.00%	71.11%	2.47%	0.00%	0.00%	0.00%	0.00%	0.00%
1.00%	100.00%	100.00%	55.91%	0.26%	0.00%	0.00%	0.00%	0.00%
1.50%	100.00%	100.00%	100.00%	78.61%	25.87%	0.00%	0.00%	0.00%
2.00%	100.00%	100.00%	100.00%	100.00%	85.94%	38.68%	4.24%	0.00%
3.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	84.46%	46.92%



**Class 1B-2 Cumulative Write-down Amount (as % of Class 1B-2 Original Class Principal Balance)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.25%	49.23%	2.24%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.50%	100.00%	93.66%	39.54%	6.03%	0.00%	0.00%	0.00%	0.00%
0.75%	100.00%	100.00%	100.00%	53.66%	21.54%	0.00%	0.00%	0.00%
1.00%	100.00%	100.00%	100.00%	100.00%	58.24%	29.29%	8.40%	0.00%
1.50%	100.00%	100.00%	100.00%	100.00%	100.00%	87.71%	57.16%	34.09%
2.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	74.79%
3.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%





*Classes Yield Tables*

**Class 1M-1 Pre-Tax Yield to Maturity (Price = 100.00000%)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%
0.25%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%
0.50%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%
0.75%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%
1.00%	5.71%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%
1.50%	(1.67)%	5.47%	6.86%	6.86%	6.86%	6.86%	6.86%	6.86%
2.00%	(8.89)%	1.21%	5.54%	6.86%	6.86%	6.86%	6.86%	6.86%
3.00%	(24.90)%	(16.42)%	(2.21)%	2.68%	6.86%	6.86%	6.86%	6.86%

**Class 1M-2 Pre-Tax Yield to Maturity (Price = 100.00000%)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%
0.25%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%
0.50%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%
0.75%	4.60%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%
1.00%	(1.34)%	6.52%	7.94%	7.94%	7.94%	7.94%	7.94%	7.94%
1.50%	(13.06)%	(5.48)%	5.34%	7.94%	7.94%	7.94%	7.94%	7.94%
2.00%	(26.01)%	(18.23)%	(8.55)%	4.75%	7.94%	7.94%	7.94%	7.94%
3.00%	(52.68)%	(45.25)%	(36.44)%	(25.43)%	(4.73)%	4.69%	7.94%	7.94%

**Class 1B-1 Pre-Tax Yield to Maturity (Price = 100.00000%)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%
0.25%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%
0.50%	7.79%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%	10.27%
0.75%	0.58%	7.29%	10.23%	10.27%	10.27%	10.27%	10.27%	10.27%
1.00%	(7.31)%	(0.61)%	7.70%	10.27%	10.27%	10.27%	10.27%	10.27%
1.50%	(25.13)%	(17.92)%	(9.26)%	3.88%	8.64%	10.27%	10.27%	10.27%
2.00%	(43.80)%	(36.69)%	(28.32)%	(17.94)%	0.15%	6.47%	9.96%	10.27%
3.00%	(79.23)%	(73.03)%	(65.92)%	(57.49)%	(47.14)%	(33.23)%	(5.10)%	2.42%



**Class 1B-2 Pre-Tax Yield to Maturity (Price = 100.00000%)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	12.10%	12.10%	12.10%	12.10%	12.10%	12.10%	12.10%	12.10%
0.25%	10.76%	12.07%	12.10%	12.10%	12.10%	12.10%	12.10%	12.10%
0.50%	(0.07)%	6.11%	10.45%	11.95%	12.10%	12.10%	12.10%	12.10%
0.75%	(14.02)%	(7.28)%	1.11%	8.44%	10.80%	12.10%	12.10%	12.10%
1.00%	(29.27)%	(22.27)%	(13.98)%	(2.48)%	6.59%	9.44%	11.43%	12.10%
1.50%	(59.83)%	(53.22)%	(45.57)%	(36.37)%	(24.46)%	(2.14)%	3.67%	6.98%
2.00%	(87.64)%	(81.89)%	(75.28)%	(67.57)%	(58.16)%	(46.08)%	(26.87)%	(3.05)%
3.00%	*	*	*	*	*	*	(95.76)%	(84.06)%

*\*Indicates a yield less than (99.99)%.*



*Weighted Average Life Tables*

**Class 1M-1 Weighted Average Life to Maturity (in Years)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	8.61	3.28	1.91	1.32	0.99	0.78	0.64	0.54
0.25%	12.40	4.00	2.17	1.46	1.09	0.87	0.72	0.61
0.50%	16.77	5.00	2.44	1.58	1.15	0.90	0.73	0.62
0.75%	19.60	6.66	2.80	1.72	1.22	0.94	0.76	0.63
1.00%	18.84	9.52	3.30	1.89	1.30	0.98	0.78	0.65
1.50%	12.90	14.62	5.28	2.38	1.51	1.09	0.85	0.69
2.00%	9.05	13.58	9.18	3.30	1.81	1.23	0.93	0.73
3.00%	5.73	6.93	10.50	7.10	3.41	1.72	1.16	0.87

**Class 1M-2 Weighted Average Life to Maturity (in Years)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	18.08	8.92	5.36	3.73	2.82	2.23	1.82	1.52
0.25%	19.96	11.13	6.18	4.14	3.05	2.39	1.94	1.63
0.50%	19.96	14.58	7.25	4.60	3.30	2.54	2.05	1.68
0.75%	16.94	18.79	8.83	5.18	3.59	2.70	2.14	1.76
1.00%	11.63	18.39	11.48	5.97	3.94	2.90	2.26	1.83
1.50%	7.26	9.46	15.79	9.04	4.96	3.40	2.55	2.01
2.00%	5.30	6.29	8.33	12.63	7.14	4.16	2.93	2.24
3.00%	3.44	3.80	4.35	5.28	8.38	7.93	4.53	2.97

**Class 1B-1 Weighted Average Life to Maturity (in Years)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	19.96	13.25	8.29	5.83	4.41	3.50	2.86	2.40
0.25%	19.96	17.06	9.92	6.63	4.89	3.80	3.08	2.54
0.50%	16.71	19.85	12.49	7.69	5.42	4.12	3.28	2.70
0.75%	10.11	15.57	16.69	9.32	6.15	4.52	3.53	2.85
1.00%	7.27	9.50	15.45	12.61	7.19	5.02	3.82	3.03
1.50%	4.68	5.42	6.77	11.16	10.57	6.84	4.65	3.51
2.00%	3.45	3.82	4.37	5.34	8.53	8.46	6.67	4.29
3.00%	2.26	2.41	2.59	2.85	3.23	3.89	5.83	5.78



**Class 1B-2 Weighted Average Life to Maturity (in Years)**

<b>CDR</b>	<b><u>0% CPR</u></b>	<b><u>5% CPR</u></b>	<b><u>10% CPR</u></b>	<b><u>15% CPR</u></b>	<b><u>20% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>30% CPR</u></b>	<b><u>35% CPR</u></b>
0.00%	19.96	18.24	12.31	8.81	6.71	5.34	4.38	3.66
0.25%	17.58	19.94	16.12	10.75	7.81	6.03	4.84	4.01
0.50%	8.32	11.92	16.31	14.30	9.58	6.96	5.40	4.37
0.75%	5.32	6.36	8.84	12.56	11.31	8.84	6.25	4.86
1.00%	3.92	4.42	5.25	7.40	9.88	9.03	7.61	5.64
1.50%	2.56	2.76	3.02	3.41	4.08	6.27	6.70	6.19
2.00%	1.90	2.01	2.14	2.30	2.54	2.89	3.67	5.00
3.00%	1.25	1.30	1.35	1.40	1.48	1.57	1.69	1.86



**Reference Pool Summary**

*Statistics for the Reference Obligations listed below are based on statistical Cut-off Date information as of November 30, 2022. The weighted average characteristics shown below and on the following pages do not take into account any Reference Obligation for which such data was unavailable.*

<b>Reference Pool Summary</b>				
	<u>Aggregate</u>	<u>Weighted Average</u>	<u>Minimum</u>	<u>Maximum</u>
Number of Reference Obligations	64,306	-	-	-
Aggregate Original Principal Balance	\$20,646,976,000	\$321,074 <sup>(1)</sup>	\$24,000	\$1,860,000
Aggregate Unpaid Principal Balance	\$20,261,126,893	\$315,074 <sup>(1)</sup>	\$6,325	\$1,839,699
Gross Mortgage Rate	-	3.593%	2.375%	5.625%
Remaining Term to Stated Maturity	-	351 Months	240 Months	353 Months
Original Term to Stated Maturity	-	359 Months	252 Months	360 Months
Loan Age	-	9 Months	7 Months	17 Months
Original Loan-to-Value Ratio	-	74.49%	61.00%	80.00%
Original Combined Loan-to-Value Ratio	-	74.68%	61.00%	97.00%
Debt-to-Income Ratio	-	37%	0% <sup>(2)</sup>	50%
Credit Score	-	743	600	829
% Refinance	59.83%			
% Owner Occupied	85.97%			
% SFR/PUD	90.78%			
Top Five Geographic Concentration of Mortgage Loans (States)				
CA	18.20%			
FL	8.14%			
TX	7.84%			
AZ	4.45%			
WA	3.81%			

(1) Average.

(2) Indicates a number that is greater than 0.00% but less than 0.50%.



<i>Product Type of the Mortgage Loans</i>							
<b>Product Type</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Fixed Rate	64,306	20,261,126,893	100.00	3.593	743	74.49	74.68
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<i>Unpaid Principal Balances as of the Origination Date</i>							
<b>Range of Unpaid Principal Balance (\$)</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
0.01 - 25,000.00	1	23,658	*	4.250	757	69.00	69.00
25,000.01 - 50,000.00	125	5,316,065	0.03	4.116	737	76.24	76.33
50,000.01 - 75,000.00	644	41,337,659	0.20	4.017	741	75.15	75.24
75,000.01 - 100,000.00	1,537	135,973,389	0.67	3.872	741	73.95	74.05
100,000.01 - 125,000.00	2,539	284,182,863	1.40	3.781	739	73.65	73.74
125,000.01 - 150,000.00	3,351	457,158,800	2.26	3.712	739	73.70	73.76
150,000.01 - 200,000.00	8,113	1,410,762,225	6.96	3.670	740	73.75	73.82
200,000.01 - 250,000.00	8,568	1,906,543,482	9.41	3.645	739	74.05	74.11
250,000.01 - 300,000.00	8,918	2,415,072,351	11.92	3.638	739	74.29	74.35
300,000.01 - 350,000.00	7,289	2,328,006,222	11.49	3.606	741	74.63	74.69
350,000.01 - 400,000.00	5,946	2,194,737,832	10.83	3.585	741	74.93	74.99
400,000.01 - 450,000.00	4,573	1,914,684,828	9.45	3.560	743	74.90	74.98
450,000.01 - 500,000.00	3,528	1,647,362,437	8.13	3.548	747	74.86	74.95
500,000.01 - 550,000.00	2,890	1,490,470,808	7.36	3.515	747	74.99	75.16
550,000.01 - 600,000.00	2,283	1,293,185,164	6.38	3.537	747	75.29	75.58
600,000.01 - 650,000.00	2,430	1,507,292,693	7.44	3.534	749	73.72	74.69
650,000.01 - 700,000.00	424	282,350,856	1.39	3.505	751	74.23	74.50
700,000.01 - 750,000.00	308	220,035,605	1.09	3.503	751	75.32	75.44
750,000.01 - 800,000.00	236	180,142,349	0.89	3.499	751	75.68	76.15
800,000.01 - 850,000.00	162	132,010,579	0.65	3.504	748	73.58	73.99
850,000.01 - 900,000.00	160	137,668,610	0.68	3.590	746	74.28	75.36
900,000.01 or greater	281	276,808,419	1.37	3.575	756	72.90	74.19
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Average (\$)</b>	<b>321,073.87</b>						

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*

*Unpaid Principal Balances as of the Cut-off Date*

Range of Unpaid Principal Balance (\$)	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
0.01 - 25,000.00	9	133,290	*	3.827	764	70.25	70.25
25,000.01 - 50,000.00	153	6,406,382	0.03	4.038	742	75.74	75.82
50,000.01 - 75,000.00	707	45,797,916	0.23	3.984	742	75.09	75.17
75,000.01 - 100,000.00	1,616	144,508,477	0.71	3.858	742	73.99	74.09
100,000.01 - 125,000.00	2,652	300,147,156	1.48	3.770	739	73.66	73.76
125,000.01 - 150,000.00	3,477	480,473,243	2.37	3.701	739	73.78	73.83
150,000.01 - 200,000.00	8,209	1,445,212,458	7.13	3.668	740	73.71	73.79
200,000.01 - 250,000.00	8,807	1,986,913,856	9.81	3.644	739	74.12	74.18
250,000.01 - 300,000.00	8,874	2,437,441,312	12.03	3.633	739	74.29	74.35
300,000.01 - 350,000.00	7,247	2,348,863,326	11.59	3.603	741	74.69	74.75
350,000.01 - 400,000.00	5,820	2,180,301,403	10.76	3.584	741	74.86	74.92
400,000.01 - 450,000.00	4,563	1,937,559,166	9.56	3.560	743	74.91	74.99
450,000.01 - 500,000.00	3,480	1,651,587,951	8.15	3.542	748	74.90	75.01
500,000.01 - 550,000.00	2,769	1,452,585,350	7.17	3.521	747	75.09	75.25
550,000.01 - 600,000.00	2,182	1,252,940,198	6.18	3.538	747	75.07	75.38
600,000.01 - 650,000.00	2,239	1,403,220,180	6.93	3.534	749	73.75	74.75
650,000.01 - 700,000.00	398	268,076,287	1.32	3.517	751	74.25	74.53
700,000.01 - 750,000.00	319	230,867,554	1.14	3.506	750	75.40	75.51
750,000.01 - 800,000.00	214	165,575,950	0.82	3.499	752	75.32	75.88
800,000.01 - 850,000.00	163	134,267,076	0.66	3.524	748	73.56	74.20
850,000.01 - 900,000.00	149	130,174,450	0.64	3.585	747	74.37	75.37
900,000.01 or greater	259	258,073,913	1.27	3.582	756	72.81	74.10
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Average (\$)</b>	<b>315,073.66</b>						

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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<i>Gross Mortgage Rates of the Mortgage Loans as of the Cut-off Date</i>							
Range of Gross Mortgage Rates (%)	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
2.251 - 2.500	14	5,450,058	0.03	2.471	759	72.15	72.57
2.501 - 2.750	1,002	387,784,534	1.91	2.731	767	73.03	73.10
2.751 - 3.000	5,022	1,792,247,997	8.85	2.947	761	73.47	73.61
3.001 - 3.250	11,673	3,880,850,796	19.15	3.208	757	74.17	74.33
3.251 - 3.500	13,813	4,431,477,615	21.87	3.427	746	74.32	74.56
3.501 - 3.750	11,223	3,485,302,387	17.20	3.687	743	74.63	74.81
3.751 - 4.000	11,073	3,357,245,536	16.57	3.921	732	74.79	74.98
4.001 - 4.250	4,913	1,415,686,343	6.99	4.193	725	75.18	75.41
4.251 - 4.500	3,470	963,901,345	4.76	4.428	717	75.80	76.01
4.501 - 4.750	1,230	325,177,164	1.60	4.681	707	75.64	75.75
4.751 - 5.000	776	195,559,344	0.97	4.919	705	76.02	76.16
5.001 - 5.250	67	14,546,545	0.07	5.170	700	77.61	77.73
5.251 - 5.500	24	4,491,073	0.02	5.435	695	76.55	76.61
5.501 - 5.750	6	1,406,158	0.01	5.625	721	80.00	80.00
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (%)</b>	<b>3.593</b>						

<i>Seasoning of the Mortgage Loans as of the Cut-off Date</i>							
Seasoning (months)	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
7	7,944	2,589,499,148	12.78	4.021	746	74.96	75.17
8	23,003	7,274,861,481	35.91	3.732	742	74.51	74.69
9	26,329	8,275,849,214	40.85	3.402	743	74.30	74.48
10	5,547	1,654,639,613	8.17	3.358	744	74.65	74.90
11	823	247,294,764	1.22	3.299	745	74.71	75.10
12	323	103,030,142	0.51	3.251	752	74.25	74.50
13	140	50,592,260	0.25	3.256	745	74.24	74.24
14	77	23,391,538	0.12	3.297	745	73.86	73.91
15	42	14,918,053	0.07	3.344	759	76.45	76.45
16	69	23,797,018	0.12	3.178	753	72.78	73.50
17	9	3,253,662	0.02	3.231	735	71.85	71.85
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (months)</b>	<b>8.54</b>						

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*



**Original Loan-to-Value Ratio of the Mortgage Loans at Origination**

Range of Original LTV (%)	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
60.01 - 65.00	6,607	1,990,911,634	9.83	3.483	743	63.45	63.85
65.01 - 70.00	12,783	3,931,404,294	19.40	3.549	734	68.63	68.89
70.01 - 75.00	16,202	5,057,941,698	24.96	3.631	745	74.06	74.28
75.01 - 80.00	28,714	9,280,869,268	45.81	3.615	746	79.58	79.67
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (%)</b>	<b>74.49</b>						

**Combined Loan-to-Value Ratio of the Mortgage Loans at Origination**

Range of Combined LTV (%)	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
60.01 - 65.00	6,474	1,936,651,387	9.56	3.485	743	63.44	63.44
65.01 - 70.00	12,658	3,870,391,566	19.10	3.548	734	68.62	68.63
70.01 - 75.00	16,076	4,992,894,269	24.64	3.630	745	74.03	74.06
75.01 - 80.00	28,688	9,266,018,841	45.73	3.613	746	79.51	79.58
80.01 - 85.00	86	34,693,429	0.17	3.540	728	72.39	83.79
85.01 - 90.00	240	122,404,553	0.60	3.705	746	74.04	89.58
90.01 - 95.00	81	37,677,976	0.19	3.691	741	76.38	94.76
95.01 - 97.00	3	394,873	*	3.574	752	73.46	97.00
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (%)</b>	<b>74.68</b>						

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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<i>Credit Scores of the Mortgage Loans at Origination</i>							
<b>Credit Scores at Origination</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Not Available	21	7,038,300	0.03	4.064	N/A	75.86	75.86
600	4	1,402,373	0.01	4.035	600	66.96	66.96
601 - 620	142	39,368,783	0.19	4.049	615	73.39	73.39
621 - 640	1,316	376,563,003	1.86	3.994	631	72.54	72.59
641 - 660	2,405	695,603,665	3.43	3.958	651	73.11	73.22
661 - 680	3,955	1,156,476,184	5.71	3.869	671	73.53	73.69
681 - 700	5,806	1,760,731,213	8.69	3.752	691	74.26	74.48
701 - 720	6,843	2,126,422,985	10.50	3.665	710	74.60	74.83
721 - 740	7,585	2,407,073,114	11.88	3.582	731	74.83	75.08
741 - 760	9,649	3,100,448,714	15.30	3.512	751	74.63	74.85
761 - 780	10,649	3,449,120,318	17.02	3.500	771	74.65	74.87
781 - 800	10,815	3,545,412,746	17.50	3.480	790	74.77	74.90
801 - 820	5,043	1,574,544,776	7.77	3.483	807	74.69	74.79
821 - 840	73	20,920,719	0.10	3.435	824	73.16	73.16
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average</b>	<b>743</b>						

<i>Debt-to-Income Ratio of the Mortgage Loans at Origination*</i>							
<b>Range of Debt-to-Income Ratios (%)</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
0 - 20	4,289	1,231,994,479	6.08	3.505	765	74.31	74.39
21 - 25	5,343	1,575,302,488	7.77	3.510	758	74.47	74.60
26 - 30	7,709	2,327,957,677	11.49	3.545	751	74.42	74.59
31 - 35	10,068	3,116,843,404	15.38	3.586	744	74.55	74.74
36 - 40	11,652	3,646,071,501	18.00	3.614	740	74.44	74.70
41 - 45	14,376	4,639,586,667	22.90	3.644	735	74.46	74.68
46 - 50	10,869	3,723,370,677	18.38	3.610	738	74.65	74.80
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (%)</b>	<b>37</b>						

\* Debt-to-Income Ratios are shown rounded to the nearest integer.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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**Occupancy Status of the Mortgage Loans as of the Cut-off Date**

<b>Occupancy Status</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Owner-Occupied	53,837	17,418,263,316	85.97	3.549	740	74.47	74.68
Investment Property	7,438	1,860,204,175	9.18	4.017	759	73.83	73.83
Second Home	3,031	982,659,403	4.85	3.581	764	76.13	76.27
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

**Loan Purpose of the Mortgage Loans**

<b>Loan Purpose</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Cash-Out Refinance	28,454	8,857,728,342	43.72	3.676	734	73.15	73.18
Purchase	24,945	8,139,042,266	40.17	3.592	756	76.93	77.25
No Cash-Out Refinance	10,907	3,264,356,286	16.11	3.369	737	72.06	72.37
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

**Property Type of the Mortgage Loans as of the Cut-off Date**

<b>Property Type</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
1-4 Family Dwelling Unit	39,024	11,878,708,962	58.63	3.602	741	74.24	74.41
PUD	18,749	6,513,391,975	32.15	3.587	744	74.82	75.05
Condo	5,781	1,694,680,565	8.36	3.564	756	74.92	75.11
Manufactured Housing	496	102,782,443	0.51	3.770	739	75.03	75.05
Co-op	256	71,562,948	0.35	3.174	762	75.46	75.46
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*



<i>Geographic Concentration of the Mortgage Loans</i>							
<b>State or Territory</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
California	7,855	3,688,378,272	18.20	3.568	742	73.63	73.90
Florida	5,652	1,649,345,170	8.14	3.643	739	74.69	74.87
Texas	5,320	1,588,728,581	7.84	3.649	741	75.07	75.31
Arizona	2,703	900,962,112	4.45	3.676	742	74.37	74.53
Washington	1,896	771,955,073	3.81	3.633	745	73.96	74.18
New York	1,987	759,492,651	3.75	3.422	746	74.39	74.44
Colorado	1,945	758,120,393	3.74	3.591	747	74.39	74.70
Georgia	2,479	698,986,081	3.45	3.619	739	74.88	75.00
North Carolina	2,293	647,664,082	3.20	3.562	746	74.77	74.93
New Jersey	1,852	630,398,943	3.11	3.558	740	74.92	74.99
Virginia	1,646	510,175,200	2.52	3.526	747	74.79	75.05
Illinois	2,015	499,844,621	2.47	3.548	748	75.33	75.51
Tennessee	1,674	467,468,584	2.31	3.645	741	74.79	74.94
Utah	1,141	442,984,312	2.19	3.676	744	73.57	73.78
Pennsylvania	1,769	441,343,440	2.18	3.518	747	75.24	75.42
Maryland	1,343	434,288,196	2.14	3.519	739	74.56	74.88
Oregon	1,137	420,497,289	2.08	3.649	751	74.37	74.54
Massachusetts	1,085	411,972,080	2.03	3.538	740	73.72	73.91
Michigan	1,840	391,548,165	1.93	3.629	742	74.82	74.89
Nevada	1,117	376,328,516	1.86	3.713	737	74.36	74.60
South Carolina	1,219	328,708,682	1.62	3.576	747	74.87	74.90
Ohio	1,635	315,298,449	1.56	3.645	742	74.91	75.00
Minnesota	1,178	314,901,211	1.55	3.562	750	75.19	75.32
Wisconsin	1,141	253,840,881	1.25	3.538	752	74.88	74.94
Indiana	1,249	252,228,768	1.24	3.691	744	75.10	75.15
Missouri	1,170	248,431,454	1.23	3.655	747	75.00	75.03
Alabama	829	190,142,046	0.94	3.595	743	75.09	75.13
Idaho	517	179,691,700	0.89	3.616	743	73.54	73.59
Connecticut	517	143,349,215	0.71	3.517	742	74.59	74.70
Oklahoma	592	127,429,376	0.63	3.624	747	75.78	75.88
Hawaii	217	119,679,249	0.59	3.440	746	73.91	74.37
Kentucky	559	117,272,971	0.58	3.622	743	75.58	75.60
Louisiana	450	105,972,836	0.52	3.626	745	75.10	75.22
Arkansas	466	100,538,444	0.50	3.572	749	75.31	75.39
New Mexico	389	96,431,768	0.48	3.619	744	74.53	74.83
Iowa	436	88,360,740	0.44	3.409	753	75.23	75.37
Kansas	377	86,573,804	0.43	3.612	748	75.79	75.84
New Hampshire	252	78,358,355	0.39	3.538	738	73.84	73.85
Montana	252	78,148,778	0.39	3.590	736	73.64	74.00
Nebraska	333	72,229,000	0.36	3.495	748	75.70	75.82
Mississippi	321	70,493,246	0.35	3.577	742	75.44	75.87
Delaware	251	70,352,648	0.35	3.572	743	75.08	75.56
Rhode Island	174	52,643,041	0.26	3.558	740	74.10	74.23
Maine	176	48,075,275	0.24	3.549	747	74.37	74.38
District of Columbia	99	45,348,607	0.22	3.516	746	74.83	75.40
South Dakota	138	34,816,696	0.17	3.541	745	74.88	75.12
Wyoming	118	34,259,619	0.17	3.537	750	74.16	74.36
West Virginia	142	28,603,638	0.14	3.610	739	75.43	75.48
Alaska	92	28,064,225	0.14	3.518	752	75.47	75.47
Puerto Rico	124	21,535,395	0.11	3.804	743	76.03	76.38
North Dakota	65	16,860,224	0.08	3.399	750	76.27	76.48
Vermont	67	16,740,090	0.08	3.419	756	72.96	72.99
Virgin Islands	11	4,969,874	0.02	3.922	755	76.51	76.51
Guam	1	294,825	*	4.875	663	74.00	74.00
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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<i>Geographic Concentration of the Mortgage Loans (Top 10 Metropolitan Statistical Areas ("MSA"))*</i>							
<b>Top 10 MSAs</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Non-Metro	5,614	1,372,095,737	6.77	3.608	744	74.79	74.89
New York-Newark-Jersey City, NY-NJ-PA	2,688	1,106,667,180	5.46	3.473	743	74.49	74.53
Los Angeles-Long Beach-Anaheim, CA	1,930	1,082,973,559	5.35	3.538	744	73.19	73.41
Phoenix-Mesa-Chandler, AZ	2,001	712,432,294	3.52	3.676	740	74.25	74.40
Dallas-Fort Worth-Arlington, TX	1,835	589,199,878	2.91	3.653	739	75.06	75.33
Riverside-San Bernardino-Ontario, CA	1,460	583,737,549	2.88	3.606	733	74.17	74.46
Atlanta-Sandy Springs-Alpharetta, GA	1,764	530,490,458	2.62	3.607	739	74.77	74.91
Washington-Arlington-Alexandria, DC-VA-MD-WV	1,313	505,387,574	2.49	3.488	743	74.37	74.74
Chicago-Naperville-Elgin, IL-IN-WI	1,805	479,722,880	2.37	3.548	748	75.13	75.31
Seattle-Tacoma-Bellevue, WA	949	446,662,501	2.20	3.606	746	74.01	74.27
Other	42,947	12,851,757,282	63.43	3.603	744	74.56	74.75
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

\*Definitions of Metropolitan Statistical Areas (MSA) are updated periodically by the United States Office of Management and Budget. Fannie Mae seeks to update its loan level disclosure from time to time to reflect corresponding changes.

<i>Geographic Concentration of the Mortgage Loans (Top 10 Zip Codes)</i>							
<b>Top 10 Zip Codes</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
85142	78	32,272,990	0.16	3.759	731	74.17	74.37
95747	57	27,570,244	0.14	3.532	746	75.97	76.61
85383	61	27,104,311	0.13	3.610	747	73.95	74.09
78641	61	25,162,084	0.12	3.584	755	74.66	74.86
92336	52	24,471,440	0.12	3.451	732	73.54	73.91
80550	51	20,617,589	0.10	3.531	750	75.47	75.62
94513	33	20,595,590	0.10	3.583	721	74.89	75.99
80134	42	19,414,724	0.10	3.638	751	73.84	73.84
80016	35	19,023,032	0.09	3.582	727	74.30	75.64
32163	61	18,864,249	0.09	3.628	776	77.27	77.27
Other	63,775	20,026,030,642	98.84	3.593	743	74.49	74.68
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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<i>Original Term to Stated Maturity of the Mortgage Loans</i>							
<b>Original Term to Maturity (months)</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
240 - 259	3	585,540	*	3.632	725	71.22	71.22
260 - 279	33	7,414,371	0.04	3.374	747	71.10	71.10
280 - 299	28	6,336,156	0.03	3.409	736	68.52	68.89
300 - 319	578	142,599,560	0.70	3.490	735	71.56	71.61
320 - 339	240	61,775,837	0.30	3.375	741	72.22	72.33
340 - 359	1,767	506,138,125	2.50	3.486	733	72.80	72.81
360	61,657	19,536,277,303	96.42	3.598	743	74.57	74.76
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (months)</b>	<b>359</b>						

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<i>Remaining Term to Stated Maturity of the Mortgage Loans as of the Cut-off Date</i>							
<b>Remaining Term to Maturity (months)</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
231 - 240	1	203,196	*	3.125	724	75.00	75.00
241 - 250	2	382,344	*	3.901	725	69.21	69.21
251 - 260	11	2,682,095	0.01	3.142	761	72.24	72.24
261 - 270	23	4,962,303	0.02	3.500	739	70.06	70.06
271 - 280	18	3,969,692	0.02	3.375	733	69.77	69.77
281 - 290	83	20,732,078	0.10	3.268	736	70.64	70.86
291 - 300	460	113,205,949	0.56	3.528	733	71.52	71.57
301 - 357	63,708	20,114,989,237	99.28	3.594	743	74.52	74.71
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>
<b>Weighted Average (months)</b>	<b>351</b>						

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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<i>Seller of the Mortgage Loans</i>							
<b>Seller</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Rocket Mortgage, LLC	9,013	2,703,029,843	13.34	3.548	735	73.15	73.20
United Wholesale Mortgage, LLC	3,417	1,376,650,437	6.79	3.612	747	74.80	74.95
Wells Fargo Bank, N.A.	2,554	752,014,134	3.71	3.563	736	74.24	74.54
Home Point Financial Corporation	1,456	583,992,385	2.88	3.429	743	74.82	75.01
loanDepot.com, LLC	1,732	551,660,416	2.72	3.466	736	74.32	74.41
JPMorgan Chase Bank, NA	1,687	548,021,102	2.70	3.330	754	73.36	73.45
Guaranteed Rate, Inc.	1,246	486,258,122	2.40	3.408	749	75.52	75.74
Truist Bank (formerly SunTrust Bank)	1,375	429,216,418	2.12	3.287	759	75.36	75.49
Newrez LLC	1,266	427,535,599	2.11	3.646	738	73.72	74.01
CrossCountry Mortgage, LLC	1,228	408,657,671	2.02	3.812	749	75.58	75.74
Other	39,332	11,994,090,767	59.20	3.638	744	74.74	74.96
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<i>Servicer of the Mortgage Loans as of the Cut-off Date</i>							
<b>Servicer</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Rocket Mortgage, LLC	7,163	1,921,852,559	9.49	3.587	729	72.98	73.00
United Wholesale Mortgage, LLC	3,415	1,375,855,279	6.79	3.612	746	74.80	74.95
JPMorgan Chase Bank, NA	3,630	1,265,073,068	6.24	3.393	752	74.58	74.74
Lakeview Loan Servicing, LLC	2,857	1,077,613,575	5.32	3.691	748	74.87	75.19
Onslow Bay Financial LLC	1,868	788,362,459	3.89	3.449	750	73.55	73.68
Wells Fargo Bank, N.A.	2,554	752,014,134	3.71	3.563	736	74.24	74.54
MSR Asset Vehicle LLC	1,553	524,807,200	2.59	3.657	751	74.63	75.03
Home Point Financial Corporation	1,349	513,158,029	2.53	3.496	749	74.85	75.08
NationStar Mortgage, LLC	1,767	470,219,722	2.32	3.558	733	74.44	74.72
Truist Bank (formerly SunTrust Bank)	1,398	436,121,478	2.15	3.288	758	75.29	75.42
Other	36,752	11,136,049,390	54.96	3.632	743	74.70	74.90
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*



<i>Origination Channel of the Mortgage Loans</i>							
<b>Origination Channel</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Retail	44,755	13,378,828,169	66.03	3.612	743	74.35	74.52
Correspondent	11,304	3,674,882,923	18.14	3.552	742	74.95	75.20
Broker	8,247	3,207,415,802	15.83	3.561	746	74.57	74.76
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<i>Mortgage Loans with Subordinate Financing at Origination</i>							
<b>Mortgage Loans with Subordinate Financing at Origination</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
No	63,597	19,951,859,807	98.47	3.593	743	74.53	74.53
Yes	709	309,267,086	1.53	3.587	739	71.97	84.35
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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<i>First Payment Date of the Mortgage Loans</i>							
<b>First Payment Date</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
July 2021	9	3,253,662	0.02	3.231	735	71.85	71.85
August 2021	69	23,797,018	0.12	3.178	753	72.78	73.50
September 2021	42	14,918,053	0.07	3.344	759	76.45	76.45
October 2021	77	23,391,538	0.12	3.297	745	73.86	73.91
November 2021	140	50,592,260	0.25	3.256	745	74.24	74.24
December 2021	323	103,030,142	0.51	3.251	752	74.25	74.50
January 2022	823	247,294,764	1.22	3.299	745	74.71	75.10
February 2022	5,547	1,654,639,613	8.17	3.358	744	74.65	74.90
March 2022	26,329	8,275,849,214	40.85	3.402	743	74.30	74.48
April 2022	23,003	7,274,861,481	35.91	3.732	742	74.51	74.69
May 2022	7,944	2,589,499,148	12.78	4.021	746	74.96	75.17
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<i>Maturity Date of the Mortgage Loans</i>							
<b>Maturity Date (year)</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
2042	1	203,196	*	3.125	724	75.00	75.00
2043	4	895,403	*	3.562	747	69.58	69.58
2044	12	2,930,455	0.01	3.130	760	70.09	70.09
2045	27	5,909,710	0.03	3.500	736	70.62	70.62
2046	33	8,255,779	0.04	3.238	736	69.43	69.99
2047	522	128,156,040	0.63	3.502	734	71.50	71.53
2048	51	11,953,856	0.06	3.499	747	73.18	73.18
2049	149	35,640,129	0.18	3.376	738	72.08	72.08
2050	114	34,163,955	0.17	3.344	744	72.19	72.39
2051	3,190	955,025,874	4.71	3.389	740	73.61	73.76
2052	60,203	19,077,992,496	94.16	3.605	743	74.57	74.76
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

\*Indicates a number that is greater than 0.000% but less than 0.005%.

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

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**First Time Homebuyer**

	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
<b>First Time Homebuyer</b>							
No	56,495	17,635,799,153	87.04	3.605	742	74.02	74.18
Yes	7,811	2,625,327,741	12.96	3.515	751	77.64	78.06
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

**Number of Borrowers**

	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
<b>Number of Borrowers</b>							
1	37,298	11,035,722,006	54.47	3.592	746	74.43	74.60
2 or more	27,008	9,225,404,887	45.53	3.594	740	74.56	74.78
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

**Number of Units**

	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
<b>Number of Units</b>							
1	62,527	19,612,404,121	96.80	3.585	743	74.55	74.75
2	1,233	406,550,259	2.01	3.819	750	73.13	73.17
3	294	125,499,988	0.62	3.839	751	71.54	71.56
4	252	116,672,525	0.58	3.979	761	72.37	72.37
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

**Mortgage Insurance Coverage**

	Number of Mortgage Loans	Unpaid Principal Balance (\$) <sup>(1)</sup>	Unpaid Principal Balance (%) <sup>(1)</sup>	W.A. Mortgage Rate (%)	W.A. Original Credit Score	W.A. Original LTV Ratio (%)	W.A. Original CLTV Ratio (%)
<b>Mortgage Insurance Coverage</b>							
None	64,306	20,261,126,893	100.00	3.593	743	74.49	74.68
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*

*Delinquency Status of the Mortgage Loans as of the Cut-off Date*

<b>Delinquency Status</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Current	64,306	20,261,126,893	100.00	3.593	743	74.49	74.68
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

*Historical Delinquency of the Mortgage Loans Since Acquisition as of the Cut-off Date*

<b>Delinquency Status Since Acquisition</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Never Delinquent	64,306	20,261,126,893	100.00	3.593	743	74.49	74.68
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

*Special Eligibility Program Indicator*

<b>Special Eligibility Program Indicator</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
Not Applicable	63,408	20,085,162,555	99.13	3.594	743	74.48	74.67
HomeReady	753	148,740,241	0.73	3.485	721	76.25	76.36
HFA Preferred	83	15,391,320	0.08	3.439	715	77.01	79.51
RefiNow	62	11,832,778	0.06	3.297	742	68.58	68.60
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

*Appraisal Waiver*

<b>Appraisal Waiver</b>	<b>Number of Mortgage Loans</b>	<b>Unpaid Principal Balance (\$)<sup>(1)</sup></b>	<b>Unpaid Principal Balance (%)<sup>(1)</sup></b>	<b>W.A. Mortgage Rate (%)</b>	<b>W.A. Original Credit Score</b>	<b>W.A. Original LTV Ratio (%)</b>	<b>W.A. Original CLTV Ratio (%)</b>
No	49,917	15,830,234,277	78.13	3.646	740	75.05	75.27
Yes	14,389	4,430,892,616	21.87	3.406	754	72.49	72.57
<b>Total or Weighted Average:</b>	<b>64,306</b>	<b>20,261,126,893</b>	<b>100.00</b>	<b>3.593</b>	<b>743</b>	<b>74.49</b>	<b>74.68</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.*This is a Confidential Preliminary Term Sheet. All terms and statements are subject to change.*

**Benchmark Replacement Terms****Effect of Benchmark Transition Event**

(a) *Benchmark Replacement.* If Fannie Mae determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

(b) *Benchmark Replacement Conforming Changes.* In connection with the implementation of a Benchmark Replacement, Fannie Mae will have the right to make Benchmark Replacement Conforming Changes from time to time.

(c) *Decisions and Determinations.* Any determination, decision or election that may be made by Fannie Mae pursuant to this Section titled "Effect of Benchmark Transition Event," including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in Fannie Mae's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, will become effective without consent from any other party.

(d) *Certain Defined Terms.* As used in this Section titled "Effect of Benchmark Transition Event":

**"30-day Average SOFR"** with respect to any U.S. Government Securities Business Day, means:

- (1) the 30-day compounded average of SOFR as published on such U.S. Government Securities Business Day at the Reference Time; or
- (2) if the rate specified in (1) above does not so appear, the applicable compounded average of SOFR for the Corresponding Tenor as published in respect of the first preceding U.S. Government Securities Business Day for which such rate appeared on the FRBNY's Website.

**"Benchmark"** means, initially, 30-day Average SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement selected by Fannie Mae.

**"Benchmark Replacement"** means the Interpolated Benchmark; provided that if Fannie Mae cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative (other than the current Benchmark) set forth in the order below that can be determined by Fannie Mae as of the Benchmark Replacement Date:

- (1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected by Fannie Mae as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment.

**"Benchmark Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by Fannie Mae as of the Benchmark Replacement Date:



- (1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected, endorsed or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by Fannie Mae giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for the floating rate Notes at such time.

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the Note Accrual Period, timing and frequency of determining rates and making payments of interest, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Note Accrual Period and other administrative matters) that Fannie Mae decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice; *provided*, that such changes will be operationally feasible for the Indenture Trustee, and will not affect the rights or obligations of the Indenture Trustee without its consent.

**"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

provided, however, that on or after the 60th day preceding the date on which such Benchmark Replacement Date would otherwise occur (if applicable), Fannie Mae may give written notice to the related Noteholders in which Fannie Mae designates an earlier date (but not earlier than the 30th day following such notice) and represents that such earlier date will facilitate an orderly transition to the Benchmark Replacement, in which case such earlier date will be the Benchmark Replacement Date.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**"Benchmark Transition Event"** means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or



- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**"Corresponding Tenor"** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

**"FRBNY's Website"** means the website of the Federal Reserve Bank of New York at <https://www.newyorkfed.org>, or any successor source.

**"Interpolated Benchmark"** with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

**"ISDA Definitions"** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**"ISDA Fallback Adjustment"** means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**"Reference Time"** with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, 3:00 p.m. (New York time) on a U.S. Government Securities Business Day, at which time 30-day Average SOFR is published on the FRBNY's Website, and (2) if the Benchmark is not SOFR, the time determined by Fannie Mae in accordance with the Benchmark Replacement Conforming Changes.

**"Relevant Governmental Body"** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**"SOFR"** means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the FRBNY's Website.

**"Unadjusted Benchmark Replacement"** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

**"U.S. Government Securities Business Day"** means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.



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