

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2022

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number: 0-50231

Federal National Mortgage Association

(Exact name of registrant as specified in its charter)

Fannie Mae

Federally chartered corporation

52-0883107

1100 15th Street, NW

800 232-6643

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

Washington, DC 20005
(Address of principal executive offices, including zip code)

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 15, 2022, there were 1,158,087,567 shares of common stock of the registrant outstanding.

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PART I—FINANCIAL INFORMATION

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

We have been under conservatorship, with the Federal Housing Finance Agency (“FHFA”) acting as conservator, since September 6, 2008. As conservator, FHFA succeeded to all rights, titles, powers and privileges of the company, and of any shareholder, officer or director of the company with respect to the company and its assets. The conservator has since provided for the exercise of certain functions and authorities by our Board of Directors. Our directors owe their fiduciary duties of care and loyalty solely to the conservator. Thus, while we are in conservatorship, the Board has no fiduciary duties to the company or its stockholders.

We do not know when or how the conservatorship will terminate, what further changes to our business will be made during or following conservatorship, what form we will have and what ownership interest, if any, our current common and preferred stockholders will hold in us after the conservatorship is terminated or whether we will continue to exist following conservatorship. Members of Congress and the Administration continue to express the importance of housing finance system reform.

We are not currently permitted to pay dividends or other distributions to stockholders. Our agreements with the U.S. Department of the Treasury (“Treasury”) include a commitment from Treasury to provide us with funds to maintain a positive net worth under specified conditions; however, the U.S. government does not guarantee our securities or other obligations. Our agreements with Treasury also include covenants that significantly restrict our business activities. For additional information on the conservatorship, the uncertainty of our future, and our agreements with Treasury, see “Business—Conservatorship, Treasury Agreements and Housing Finance Reform” and “Risk Factors—GSE and Conservatorship Risk” in our Form 10-K for the year ended December 31, 2021 (“2021 Form 10-K”).

You should read this Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) in conjunction with our unaudited condensed consolidated financial statements and related notes in this report and the more detailed information in our 2021 Form 10-K. You can find a “Glossary of Terms Used in This Report” in our 2021 Form 10-K.

Forward-looking statements in this report are based on management’s current expectations and are subject to significant uncertainties and changes in circumstances, as we describe in “Forward-Looking Statements.” Future events and our future results may differ materially from those reflected in our forward-looking statements due to a variety of factors, including those discussed in “Risk Factors” and elsewhere in this report and in our 2021 Form 10-K.

Introduction

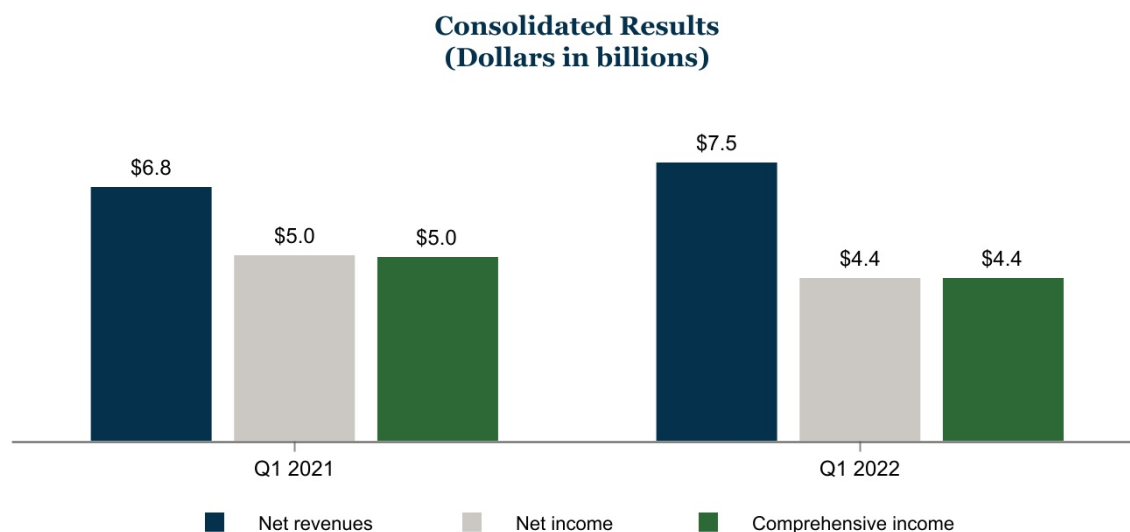
Fannie Mae is a leading source of financing for mortgages in the United States, with \$4.3 trillion in assets as of March 31, 2022. Organized as a government-sponsored entity, Fannie Mae is a shareholder-owned corporation. Our charter is an act of Congress, which establishes that our purposes are to provide liquidity and stability to the residential mortgage market and to promote access to mortgage credit. We were initially established in 1938.

Our revenues are primarily driven by guaranty fees we receive for assuming the credit risk on loans underlying the mortgage-backed securities we issue. We do not originate loans or lend money directly to borrowers. Rather, we work primarily with lenders who originate loans to borrowers. We securitize those loans into Fannie Mae mortgage-backed securities that we guarantee (which we refer to as Fannie Mae MBS or our MBS).

Effectively managing credit risk is key to our business. In exchange for assuming credit risk on the loans we acquire, we receive guaranty fees. These fees take into account the credit risk characteristics of the loans we acquire. Guaranty fees are set at the time we acquire loans and do not change over the life of the loan. How long a loan remains in our guaranty book is heavily dependent on interest rates. When interest rates decrease, a larger portion of our book of business turns over as more loans refinance. On the other hand, as interest rates increase, fewer loans refinance and our book turns over more slowly. Since guaranty fees are set at the time a loan is originated, the impact of any change in guaranty fees on future revenues depends on the rates at which loans in our book of business turn over and new loans are added.

Executive Summary

Summary of Our Financial Performance



Q1 2022 vs. Q1 2021

- *Net revenues* increased \$653 million in the first quarter of 2022 compared with the first quarter of 2021, primarily due to higher base guaranty fees driven by an increase in the size of our guaranty book of business, partially offset by a decrease in amortization income as a result of lower prepayment volumes in the first quarter of 2022 compared with the first quarter of 2021.
- *Net income* decreased \$585 million in the first quarter of 2022 compared with the first quarter of 2021, driven primarily by a shift from credit-related income in the first quarter of 2021 to credit-related expense in the first quarter of 2022, partially offset by an increase in net interest income due to higher base guaranty fees as discussed above.
- *Net worth* increased to \$51.8 billion as of March 31, 2022 from \$47.4 billion as of December 31, 2021. The increase is attributable to \$4.4 billion of comprehensive income for the first quarter of 2022.

Financial Performance Outlook

We expect lower amortization income in 2022 compared with 2021, driven by reduced refinancing activity. In addition, we expect a shift from significant credit-related income in 2021 to modest credit-related expense in 2022. We expect those factors to result in lower net income in 2022 compared with 2021. See “Key Market Economic Indicators” for a discussion of how home prices, interest rates and other macroeconomic factors can affect our financial results.

Liquidity Provided in the First Quarter of 2022

Through our single-family and multifamily business segments, we provided \$255 billion in liquidity to the mortgage market in the first quarter of 2022, enabling the financing of approximately 935,000 home purchases, refinancings and rental units. For a description of how we determine multifamily new business volume and multifamily new units financed, see “Multifamily Business—Multifamily Business Metrics.”

Fannie Mae Provided \$255 Billion in Liquidity in the First Quarter of 2022

Unpaid Principal Balance	Units
\$104B	312K Single-Family Home Purchases
\$135B	487K Single-Family Refinancings
\$16B	136K Multifamily Rental Units

We continued our commitment to green financing in the first quarter of 2022, issuing a total of \$2.8 billion in multifamily green MBS, \$371 million in single-family green MBS, and \$781 million in multifamily green resecuritizations. We also issued \$2.2 billion in multifamily social MBS in the first quarter of 2022. These green and social bonds were issued in alignment with our Sustainable Bond Framework, which guides our issuances of sustainable debt bonds and sustainable MBS that support energy and water efficiency and housing affordability. For information about the financing we have provided through our green bonds and our Sustainable Bond Framework, see “Directors, Executive Officers and Corporate Governance—Corporate Governance—ESG Matters” in our 2021 Form 10-K.

Legislation and Regulation

The information in this section updates and supplements information regarding legislative, regulatory, conservatorship and other developments affecting our business set forth in “Business—Conservatorship, Treasury Agreements and Housing Finance Reform” and “Business—Legislation and Regulation” in our 2021 Form 10-K. Also see “Risk Factors” in our 2021 Form 10-K and in this report for discussions of risks relating to legislative and regulatory matters.

Final Rule Amending the Enterprise Regulatory Capital Framework

On December 17, 2020, FHFA published a final rule to establish the enterprise regulatory capital framework for Fannie Mae and Freddie Mac. On March 16, 2022, FHFA published a final rule amending the enterprise regulatory capital framework to refine both the prescribed leverage buffer amount and the risk-based capital treatment of credit risk transfer transactions. Specifically, the final rule published in March 2022:

- replaces the fixed leverage buffer equal to 1.5% of our adjusted total assets with a dynamic leverage buffer equal to 50% of our stability capital buffer;
- replaces the prudential risk weight floor of 10% on any retained credit risk transfer exposure with a prudential risk weight floor of 5% on any retained credit risk transfer exposure;
- removes the requirement to apply an overall effectiveness adjustment to our retained credit risk transfer exposures; and
- implements technical corrections to other provisions of the enterprise regulatory capital framework published on December 17, 2020.

These amendments to the enterprise regulatory capital framework increase the capital relief afforded by credit risk transfer transactions and reduce the amount of capital we will be required to hold relative to the requirements under the original framework; however, the amount of capital we will be required to hold under the amended enterprise regulatory capital framework remains substantially higher than the previously applicable statutory minimum capital requirement.

To be fully capitalized under the enterprise regulatory capital framework, we must meet all applicable leverage capital requirements and risk-based capital requirements, including applicable buffers, under the standardized approach of the rule. As of March 31, 2022, our risk-based adjusted total capital requirement (including buffers) represented the amount of capital needed to be fully capitalized under the standardized approach to the rule, and we had a \$272 billion shortfall

of our available capital (deficit) to this requirement. For more information regarding our capital requirements under the amended enterprise regulatory capital framework, see “Liquidity and Capital Management—Capital Management—Capital Requirements” and “Note 14, Regulatory Capital Requirements.” Also see “Business—Legislation and Regulation—GSE-Focused Matters—Capital—Enterprise Regulatory Capital Framework” in our 2021 Form 10-K for additional information on the enterprise regulatory capital framework.

Although FHFA has amended the enterprise regulatory capital framework, our senior preferred stock purchase agreement with Treasury currently includes a covenant that requires us to comply with the terms of the enterprise regulatory capital framework as published by FHFA in December 2020, disregarding any subsequent amendments or modifications. The enterprise regulatory capital framework requires that we provide our initial quarterly capital reports to FHFA by May 30, 2022 and that we publicly report our calculations of regulatory capital levels, buffers, adjusted total assets, and total risk-weighted assets under the standardized approach of the framework. FHFA has instructed us to report our capital requirements under the amended enterprise regulatory capital framework, not under the original requirements of the framework published in December 2020. Accordingly, we do not expect to be in compliance with the senior preferred stock purchase agreement covenant that requires us to comply with the terms of the enterprise regulatory capital framework as published by FHFA in December 2020.

Federal LIBOR Transition Legislation

On March 15, 2022, President Biden signed into law the “Consolidated Appropriations Act, 2022,” which includes the “Adjustable Interest Rate (LIBOR) Act” (the “LIBOR Act”). The LIBOR Act establishes a clear and uniform process for replacing LIBOR as the benchmark reference interest rate in existing contracts that do not contain a clearly defined or practicable replacement benchmark rate for when LIBOR is discontinued. LIBOR is currently expected to no longer be published after June 30, 2023. Under the LIBOR Act, references to the most common tenors of LIBOR in these contracts will be replaced as a matter of law, without the need to be amended, to instead reference a benchmark interest rate that will be identified in regulations of the Board of Governors of the Federal Reserve System (the “Federal Reserve”). The Federal Reserve must issue these regulations by September 11, 2022.

The LIBOR Act provides that the Federal Reserve must identify a replacement benchmark based on the Secured Overnight Financing Rate (“SOFR”) and will include an appropriate “tenor spread adjustment” to reflect historical spreads between LIBOR and SOFR. The LIBOR Act also provides for the Federal Reserve to identify any conforming changes relating to the implementation, administration and calculation of the new SOFR benchmark that will be incorporated in applicable LIBOR contracts. The LIBOR Act establishes a safe harbor for market participants that act in accordance with such legislation, shielding them from litigation for selecting and implementing the Federal Reserve-identified replacement rate and related conforming changes. The LIBOR Act reduces the risks to us associated with the approaching cessation of LIBOR.

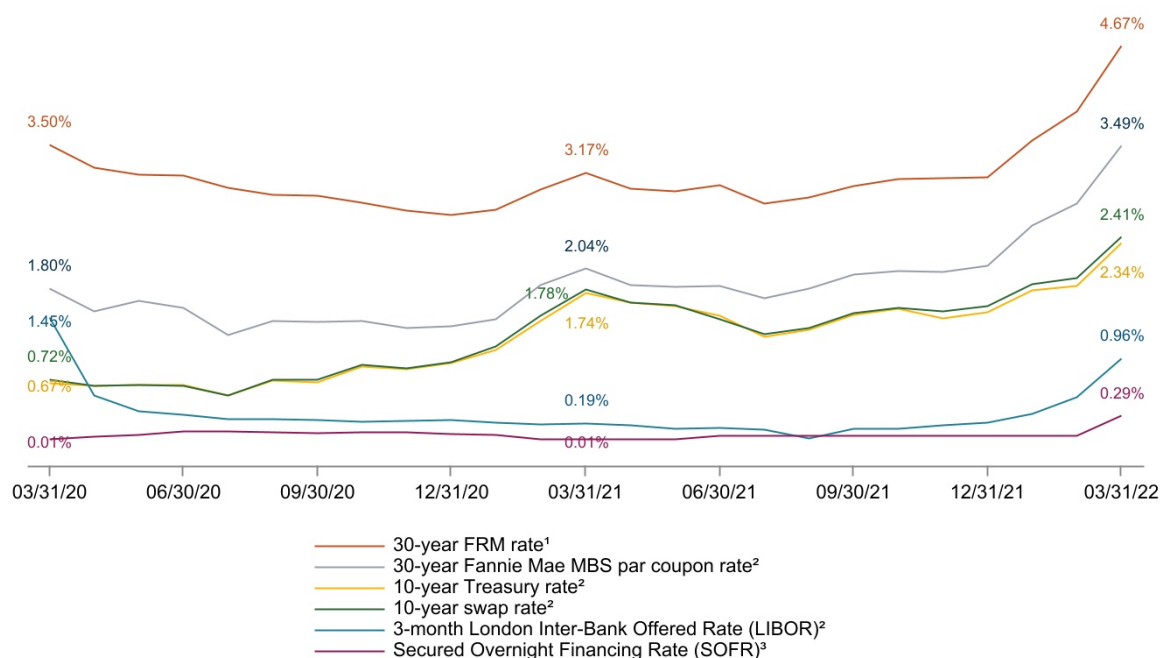
Interagency Action Plan to Advance Property Appraisal and Valuation Equity

In March 2022, the Interagency Task Force on Property Appraisal and Valuation Equity (the “PAVE Task Force”) published an Action Plan to Advance Property Appraisal and Valuation Equity (the “PAVE Action Plan”). The PAVE Task Force is composed of thirteen federal agencies and offices, including the U.S. Department of Housing and Urban Development (“HUD”) and FHFA. The PAVE Action Plan outlines the historical role of racism in the valuation of residential property, examines the various forms of bias that can appear in residential property valuation practices, describes affirmative steps that federal agencies will take to advance equity in the residential property valuation process, and outlines further recommendations that government and industry stakeholders can initiate. Some of the proposed actions contained in the PAVE Action Plan, including additional initiatives the PAVE Task Force is considering such as expanded use of alternatives to traditional appraisals, could have a significant impact on our current appraisal and valuation policies and procedures. We expect to work closely with FHFA on future changes to these policies and procedures in support of the PAVE Action Plan and any further recommendations of the PAVE Task Force.

Key Market Economic Indicators

Below we discuss how varying macroeconomic conditions can influence our financial results across different business and economic environments. Our forecasts and expectations are based on many assumptions, subject to many uncertainties and may change, perhaps substantially, from our current forecasts and expectations. For further discussion on housing activity, see “Single-Family Business—Single-Family Mortgage Market” and “Multifamily Business—Multifamily Mortgage Market.”

Selected Benchmark Interest Rates



⁽¹⁾ Refers to the U.S. weekly average fixed-rate mortgage rate according to Freddie Mac's Primary Mortgage Market Survey[®]. These rates are reported using the latest available data for a given period.

⁽²⁾ According to Bloomberg.

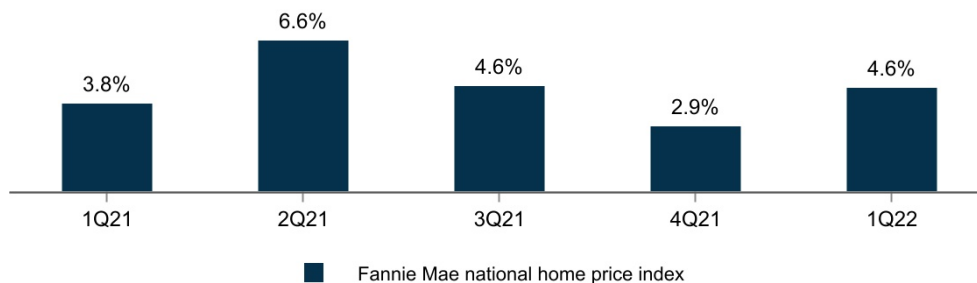
⁽³⁾ Refers to the daily rate per the Federal Reserve Bank of New York.

How Interest Rates Can Affect Our Financial Results

- Net interest income.** In a rising interest-rate environment, our mortgage loans tend to prepay more slowly. We amortize various cost basis adjustments over the life of the mortgage loan, including those relating to loan-level price adjustments we receive as upfront fees at the time we acquire single-family loans. As a result, any prepayment of a loan results in an accelerated realization of those upfront fees as income. Therefore, as loan prepayments slow, the accelerated realization of amortization income also slows. Conversely, in a declining interest-rate environment, our mortgage loans tend to prepay faster, typically resulting in the opposite trend of higher net amortization income from cost basis adjustments on mortgage loans and related debt.
- Fair value gains (losses).** We have exposure to fair value gains and losses resulting from changes in interest rates, primarily through our mortgage commitment derivatives and risk management derivatives, which we mark to market through earnings. Fair value gains and losses on our mortgage commitment derivatives fluctuate depending on how interest rates and prices move between the time a commitment is opened and when it settles. The net position and composition across the yield curve of our risk management derivatives changes over time. As a result, interest rate changes (increases or decreases) and yield curve changes (parallel, steepening or flattening shifts) will generate varying amounts of fair value gains or losses in a given period.

- *Credit-related income (expense)*. Increases in mortgage interest rates tend to lengthen the expected lives of our loans. Generally, the expected impairment and provision for credit losses associated with impaired loans increases as the expected lives of our mortgage loans increase and decreases as the expected loan lives shorten.
- Interest rates have increased significantly since December 31, 2021. The average 30-year fixed-rate mortgage rate reached 5.10% as of April 28, 2022.

Single-Family Quarterly Home Price Growth Rate⁽¹⁾

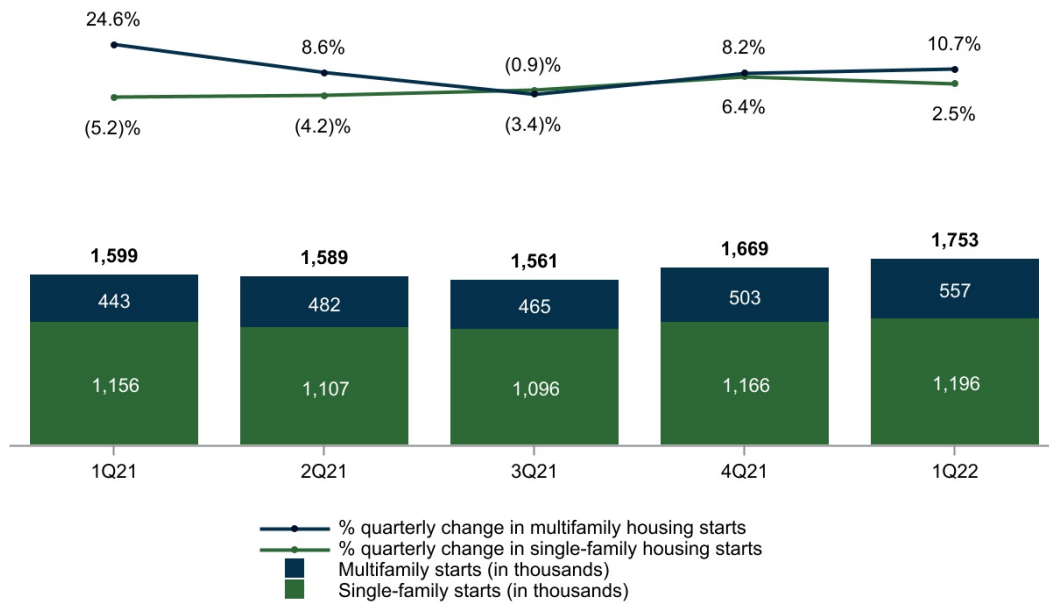


⁽¹⁾ Calculated internally using property data on loans purchased by Fannie Mae, Freddie Mac and other third-party home sales data. Fannie Mae's home price index is a weighted repeat-transactions index, measuring average price changes in repeat sales on the same properties. Fannie Mae's home price index excludes prices on properties sold in foreclosure. Fannie Mae's home price estimates are based on preliminary data and are subject to change as additional data becomes available.

How Home Prices Can Affect Our Financial Results

- Actual and forecasted home prices impact our provision or benefit for credit losses as well as the growth and size of our guaranty book of business.
- Changes in home prices affect the amount of equity that borrowers have in their homes. Borrowers with less equity typically have higher delinquency and default rates.
- As home prices increase, the severity of losses we incur on defaulted loans that we hold or guarantee decreases because the amount we can recover from the properties securing the loans increases. Declines in home prices increase the losses we incur on defaulted loans.
- As home prices rise, the principal balance of loans associated with purchase money mortgages may increase, causing growth in the size of our guaranty book. Additionally, rising home prices can increase the amount of equity borrowers have in their home, which may lead to an increase in origination volumes for cash-out refinance loans with higher principal balances than the existing loan. Replacing existing loans with newly acquired cash-out refinances can affect the growth and size of our guaranty book.
- Home price growth in the first quarter of 2022 was driven by low levels of housing supply relative to the level of demand. We believe some of the demand in the first quarter was driven by home buyers accelerating home purchases in anticipation of further increases in mortgage interest rates.
- While we expect home price growth on a national basis to remain strong in 2022, we do not expect the pace of rapid home price growth that we have experienced over the last year to continue. We expect home price growth to moderate from an annual growth rate of 19.1% in 2021 to 10.8% in 2022, with most of this growth occurring in the first half of the year. We expect slower home price growth in the second half of 2022 and in 2023, driven by interest-rate increases, inflation and reduced affordability, especially for low- and moderate-income borrowers. We also expect that some regions of the country may experience home price declines in 2023.

New Housing Starts⁽¹⁾

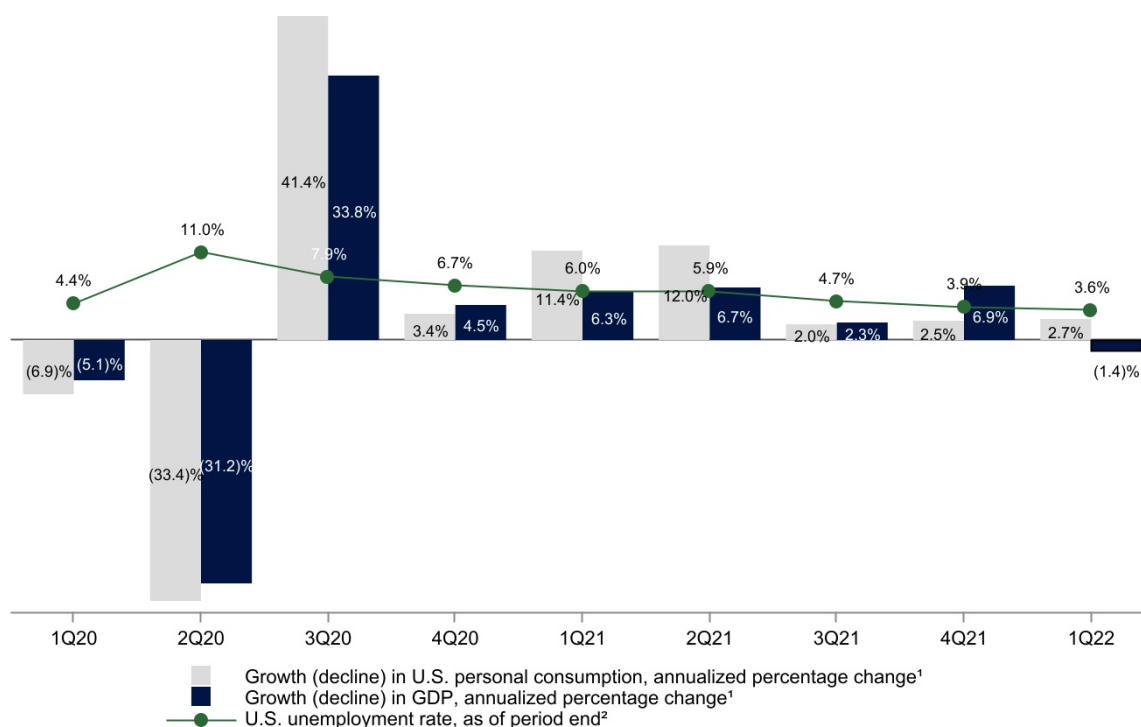


⁽¹⁾ According to U.S. Census Bureau and subject to revision.

How Housing Activity Can Affect Our Financial Results

- Two key aspects of economic activity that can impact supply and demand for housing and thus mortgage lending are the rates of household formation and housing construction.
- Household formation is a key driver of demand for both single-family and multifamily housing as a newly formed household will either rent or purchase a home. Thus, changes in the pace of household formation can affect prices and credit performance as well as the degree of loss on defaulted loans.
- Growth of household formation stimulates homebuilding. Homebuilding has typically been a cyclical leader, weakening prior to a slowdown in U.S. economic activity and accelerating prior to a recovery, which contributes to the growth of GDP and employment. However, the housing sector's performance may vary from its historical precedent due to the many uncertainties surrounding future economic or housing policy as well as the impact of labor and material shortages on the economy and the housing market.
- With regard to housing construction, a decline in housing starts results in fewer new homes being available for purchase and potentially a lower volume of mortgage originations. Construction activity can also affect credit losses through its impact on home prices. If the growth of demand exceeds the growth of supply, prices will appreciate and impact the risk profile of newly originated home purchase mortgages, depending on where in the housing cycle the market is. A reduced pace of construction is often associated with a broader economic slowdown and may signal expected increases in delinquency and losses on defaulted loans.
- We expect a continued lack of inventory for both new and existing homes and worsening affordability will likely continue to constrain home sales into the second quarter of 2022. We expect single-family housing starts to be similar in 2022 as in 2021, as the pace of new construction continues to be affected by supply chain disruptions and labor shortages. Given the constraints on home sales and new construction, we expect housing activity to decline in 2022 compared to 2021.

GDP, Unemployment Rate and Personal Consumption



⁽¹⁾ Real GDP growth (decline) and personal consumption growth (decline) are based on the quarterly series calculated by the Bureau of Economic Analysis and are subject to revision.

⁽²⁾ According to the U.S. Bureau of Labor Statistics and subject to revision.

How GDP, the Unemployment Rate and Personal Consumption Can Affect Our Financial Results

- Changes in GDP, the unemployment rate and personal consumption can affect several mortgage market factors, including the demand for both single-family and multifamily housing and the level of loan delinquencies, which in turn can lead to credit losses.
- Economic growth is a key factor for the performance of mortgage-related assets. In a growing economy, employment and income are typically rising, thus allowing borrowers to meet payment requirements, existing homeowners to consider purchasing and moving to another home, and renters to consider becoming homeowners. Homebuilding typically increases to meet the rise in demand. Mortgage delinquencies typically fall in an expanding economy, thereby decreasing credit losses.
- In a slowing economy, employment, income growth and housing activity typically slow as an early indicator of reduced economic activity. Typically, as an economic slowdown intensifies, households reduce their spending. This reduction in consumption then accelerates the slowdown. An economic slowdown can lead to employment losses, impairing the ability of borrowers and renters to meet mortgage and rental payments, thus causing loan delinquencies to rise. Home sales and mortgage originations also typically fall in a slowing economy.
- GDP declined 1.4% on an annualized basis during the first quarter of 2022. We currently expect GDP growth in 2022, as we expect the factors that contributed to the decline in the first quarter will not persist for the remainder of the year. We expect that a modest recession is likely to occur after this year, most likely in the second half of 2023, resulting in an increase in the unemployment rate. We expect our economic outlook will be influenced by a number of factors that are subject to change, such as the persistence of inflationary pressures, the speed at which expected monetary policy tightening is adjusted, the impact of the Russian invasion of

Ukraine on the global economy, the continuance of supply chain disruptions, the degree to which labor supply expands, and the impact of the potential emergence of new, more infectious variants of the coronavirus.

See “Risk Factors” in this report and “Risk Factors—Market and Industry Risk” in our 2021 Form 10-K for further discussion of risks to our business and financial results associated with interest rates, home prices, housing activity and economic conditions.

Consolidated Results of Operations

This section discusses our condensed consolidated results of operations and should be read together with our condensed consolidated financial statements and the accompanying notes.

Summary of Condensed Consolidated Results of Operations

	For the Three Months Ended		
	March 31,		Variance
	2022	2021	
	(Dollars in millions)		
Net interest income	\$ 7,399	\$ 6,742	\$ 657
Fee and other income	83	87	(4)
Net revenues	7,482	6,829	653
Investment gains (losses), net	(102)	45	(147)
Fair value gains, net	480	784	(304)
Administrative expenses	(808)	(748)	(60)
Credit-related income (expense):			
Benefit (provision) for credit losses	(240)	765	(1,005)
Foreclosed property income	39	5	34
Total credit-related income (expense)	(201)	770	(971)
TCCA fees ⁽¹⁾	(824)	(731)	(93)
Credit enhancement expense ⁽²⁾	(278)	(284)	6
Change in expected credit enhancement recoveries ⁽³⁾	60	(31)	91
Other expenses, net ⁽⁴⁾	(236)	(319)	83
Income before federal income taxes	5,573	6,315	(742)
Provision for federal income taxes	(1,165)	(1,322)	157
Net income	\$ 4,408	\$ 4,993	\$ (585)
Total comprehensive income	\$ 4,401	\$ 4,966	\$ (565)

⁽¹⁾ TCCA fees refers to the expense recognized as a result of the 10 basis point increase in guaranty fees on all single-family residential mortgages delivered to us on or after April 1, 2012 pursuant to the Temporary Payroll Tax Cut Continuation Act of 2011 and as extended by the Infrastructure Investment and Jobs Act, which we remit to Treasury. For more information on TCCA fees, see "Note 1, Summary of Significant Accounting Policies—Related Parties—Transactions with Treasury."

⁽²⁾ Consists of costs associated with our freestanding credit enhancements, which primarily include our Connecticut Avenue Securities[®] ("CAS") and Credit Insurance Risk Transfer[™] ("CIRT[™]") programs, enterprise-paid mortgage insurance ("EPMI") and certain lender risk-sharing programs.

⁽³⁾ Includes estimated changes in benefits from our freestanding credit enhancements as well as any realized amounts.

⁽⁴⁾ Consists of debt extinguishment gains and losses, housing trust fund expenses, loan subservicing costs, servicer fees paid in connection with certain loss mitigation activities, and gains and losses from partnership investments.

Net Interest Income

Our primary source of net interest income is guaranty fees we receive for managing the credit risk on loans underlying Fannie Mae MBS held by third parties.

Guaranty fees consist of two primary components:

- base guaranty fees that we receive over the life of the loan; and
- upfront fees that we receive at the time of loan acquisition primarily related to single-family loan-level price adjustments and other fees we receive from lenders, which are amortized into net interest income as cost basis adjustments over the contractual life of the loan. We refer to this as amortization income.

We recognize almost all of our guaranty fee revenue in net interest income because we consolidate the substantial majority of loans underlying our Fannie Mae MBS in consolidated trusts in our condensed consolidated balance sheets. Guaranty fees from these loans account for the difference between the interest income on loans in consolidated trusts and the interest expense on the debt of consolidated trusts.

The timing of when we recognize amortization income can vary based on a number of factors, the most significant of which is a change in mortgage interest rates. In a rising interest-rate environment, our mortgage loans tend to prepay more slowly, which typically results in lower net amortization income. Conversely, in a declining interest-rate environment, our mortgage loans tend to prepay faster, typically resulting in higher net amortization income.

We also recognize net interest income on the difference between interest income earned on the assets in our retained mortgage portfolio and our other investments portfolio (collectively, our “portfolios”) and the interest expense associated with the debt that funds those assets. See “Retained Mortgage Portfolio” and “Liquidity and Capital Management—Liquidity Management—Other Investments Portfolio” for more information about our portfolios.

We recognize fair value changes attributable to movements in benchmark interest rates for mortgage loans and funding debt, and for related interest-rate swaps in hedging relationships, as a component of net interest income, including the amortization of hedge-related basis adjustments on mortgage loans or funding debt and any related interest accrual on the swaps. The income or expense associated with this activity is presented in the “Income from hedge accounting” line item in the table below. See “MD&A—Consolidated Results of Operations—Hedge Accounting Impact” and “Note 1, Summary of Significant Accounting Policies” in our 2021 Form 10-K for more information about our hedge accounting program.

The table below displays the components of our net interest income from our guaranty book of business, which we discuss in “Guaranty Book of Business,” and from our portfolios, as well as from hedge accounting.

Components of Net Interest Income

	For the Three Months Ended March 31,		
	2022	2021	Variance
	(Dollars in millions)		
Net interest income from guaranty book of business:			
Base guaranty fee income ⁽¹⁾	\$ 3,897	\$ 3,197	\$ 700
Base guaranty fee income related to TCCA fees ⁽²⁾	824	731	93
Net amortization income ⁽³⁾	2,374	2,526	(152)
Total net interest income from guaranty book of business	7,095	6,454	641
Net interest income from portfolios ⁽⁴⁾	242	266	(24)
Income from hedge accounting	62	22	40
Total net interest income	\$ 7,399	\$ 6,742	\$ 657
Income from hedge accounting included in net interest income:			
Fair value losses on designated risk management derivatives in fair value hedges	\$ (1,297)	\$ (1,178)	\$ (119)
Fair value gains on hedged mortgage loans held for investment and debt of Fannie Mae ⁽⁵⁾	1,385	1,159	226
Contractual interest income accruals related to interest-rate swaps designated as hedging instruments	39	54	(15)
Discontinued hedge-related basis adjustment amortization	(65)	(13)	(52)
Total income from hedge accounting in net interest income	\$ 62	\$ 22	\$ 40

⁽¹⁾ Excludes revenues generated by the 10 basis point guaranty fee increase we implemented pursuant to the TCCA, the incremental revenue from which is remitted to Treasury and not retained by us.

⁽²⁾ Represents revenues generated by the 10 basis point guaranty fee increase we implemented pursuant to the TCCA, the incremental revenue from which is remitted to Treasury and not retained by us.

⁽³⁾ Net amortization income refers to the amortization of premiums and discounts on mortgage loans and debt of consolidated trusts. These cost basis adjustments represent the difference between the initial fair value and the carrying value of these instruments as well as upfront fees we receive at the time of loan acquisition. It does not include the amortization of cost basis adjustments resulting from hedge accounting, which is included in income from hedge accounting.

⁽⁴⁾ Includes interest income from assets held in our retained mortgage portfolio and our other investments portfolio, as well as other assets used to support lender liquidity. Also includes interest expense on our outstanding Connecticut Avenue Securities debt.

⁽⁵⁾ Amounts are recorded as cost basis adjustments on the hedged loans or debt and amortized over the hedged item's remaining contractual life beginning at the termination of the hedging relationship. See “Note 8, Derivative Instruments” for additional information on the effect of our fair value hedge accounting program and related disclosures.

Net interest income increased in the first quarter of 2022 compared with the first quarter of 2021, driven by higher base guaranty fee income, partially offset by lower net amortization income.

- **Higher base guaranty fee income.** An increase in the size of our guaranty book of business was the primary driver of the increase in base guaranty fee income for the first quarter of 2022 compared to the first quarter of 2021.
- **Lower net amortization income.** Throughout the first quarter of 2022 we were in a higher interest-rate environment and observed lower volumes of refinancing activity compared with the first quarter of 2021. Lower prepayment volumes result in a slower turnover of our book of business. As a result, we had lower amortization income in the first quarter of 2022 compared with the first quarter of 2021.

We expect refinancing activity to be significantly lower throughout 2022 compared with 2021 levels as we expect interest rates to remain elevated throughout 2022, resulting in fewer borrowers who may benefit from refinancing. As a result, we expect lower amortization income in 2022 compared with 2021.

Analysis of Net Interest Income

The table below displays an analysis of our net interest income, average balances and related yields earned on assets and incurred on liabilities. For most components of the average balances, we use a daily weighted average of unpaid principal balance net of unamortized cost basis adjustments. When daily average balance information is not available, such as for mortgage loans, we use monthly averages.

Analysis of Net Interest Income and Yield⁽¹⁾

	For the Three Months Ended March 31,					
	2022			2021		
	Average Balance	Interest Income/ (Expense)	Average Rates Earned/Paid	Average Balance	Interest Income/ (Expense)	Average Rates Earned/Paid
(Dollars in millions)						
Interest-earning assets:						
Mortgage loans of Fannie Mae	\$ 65,984	\$ 629	3.81 %	\$ 109,537	\$ 825	3.01 %
Mortgage loans of consolidated trusts	3,955,055	26,513	2.68	3,600,116	22,528	2.50
Total mortgage loans ⁽²⁾	4,021,039	27,142	2.70	3,709,653	23,353	2.52
Mortgage-related securities	5,476	23	1.68	7,403	42	2.27
Non-mortgage-related securities ⁽³⁾	151,841	143	0.38	164,404	117	0.28
Securities purchased under agreements to resell or similar arrangements	20,372	6	0.12	60,103	8	0.05
Advances to lenders	6,957	26	1.49	10,965	42	1.53
Total interest-earning assets	\$ 4,205,685	\$ 27,340	2.60 %	\$ 3,952,528	\$ 23,562	2.38 %
Interest-bearing liabilities:						
Short-term funding debt	\$ 4,922	\$ (1)	0.08 %	\$ 9,779	\$ (3)	0.12 %
Long-term funding debt	173,420	(550)	1.27	259,737	(760)	1.17
CAS debt	10,846	(119)	4.39	14,804	(153)	4.13
Total debt of Fannie Mae	189,188	(670)	1.42	284,320	(916)	1.29
Debt securities of consolidated trusts held by third parties	3,966,445	(19,271)	1.94	3,643,848	(15,904)	1.75
Total interest-bearing liabilities	\$ 4,155,633	\$ (19,941)	1.92 %	\$ 3,928,168	\$ (16,820)	1.71 %
Net interest income/net interest yield		\$ 7,399	0.70 %		\$ 6,742	0.68 %

⁽¹⁾ Includes the effects of discounts, premiums and other cost basis adjustments.

⁽²⁾ Average balance includes mortgage loans on nonaccrual status. Interest income from yield maintenance revenue and the amortization of loan fees, primarily consisting of upfront cash fees, was \$1.8 billion for the first quarter of 2022, compared to \$2.5 billion for the first quarter of 2021.

⁽³⁾ Consists of cash, cash equivalents and U.S. Treasury securities.

Analysis of Deferred Amortization Income

We initially recognize mortgage loans and debt of consolidated trusts in our condensed consolidated balance sheets at fair value. The difference between the initial fair value and the carrying value of these instruments is recorded as a cost basis adjustment, either as a premium or a discount, in our condensed consolidated balance sheets. We amortize these cost basis adjustments over the contractual lives of the loans or debt. On a net basis, for mortgage loans and debt of consolidated trusts, we are in a premium position with respect to debt of consolidated trusts, which represents deferred income we will recognize in our condensed consolidated statements of operations and comprehensive income as amortization income in future periods.

Deferred Amortization Income Represented by Net Premium Position on Debt of Consolidated Trusts (Dollars in billions)



Fair Value Gains (Losses), Net

The estimated fair value of our derivatives, trading securities and other financial instruments carried at fair value may fluctuate substantially from period to period because of changes in interest rates, the yield curve, mortgage and credit spreads and implied volatility, as well as activity related to these financial instruments.

As discussed below in "Impact of Hedge Accounting on Fair Value Gains (Losses), Net," we apply fair value hedge accounting to reduce earnings volatility in our financial statements driven by changes in interest rates. Accordingly, we recognize the fair value gains and losses and the contractual interest income and expense associated with risk management derivatives designated in qualifying hedging relationships in net interest income.

The table below displays the components of our fair value gains and losses, which includes the impact of hedge accounting.

Fair Value Gains (Losses), Net

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Risk management derivatives fair value gains (losses) attributable to:		
Net contractual interest income on interest-rate swaps	\$ 28	\$ 43
Net change in fair value during the period	(1,483)	(1,011)
Impact of hedge accounting	1,258	1,124
Risk management derivatives fair value gains (losses), net	(197)	156
Mortgage commitment derivatives fair value gains, net	1,572	1,082
Credit enhancement derivatives fair value losses, net	(22)	(90)
Total derivatives fair value gains, net	1,353	1,148
Trading securities losses, net	(1,770)	(758)
Long-term debt fair value gains, net ⁽¹⁾	1,079	373
Other, net ⁽²⁾	(182)	21
Fair value gains, net	\$ 480	\$ 784

⁽¹⁾ Consists of fair value gains and losses on CAS and non-CAS debt held at fair value.

⁽²⁾ Consists of fair value gains and losses on foreign exchange debt and mortgage loans held at fair value.

Fair value gains, net in the first quarter of 2022 were primarily driven by:

- increases in the fair value of mortgage commitment derivatives due to gains on commitments to sell mortgage-related securities as prices decreased during the commitment period due to rising interest rates and widening of the secondary spread, which is the spread between the 30-year MBS current coupon yield and 10-year U.S. Treasury rate; and
- gains on the fair value of long-term debt of consolidated trusts held at fair value, also due to rising interest rates and widening of the secondary spread.

These gains were partially offset by fair value losses in the first quarter of 2022 on trading securities, primarily driven by increases in U.S. Treasury yields during the period, which resulted in losses on fixed-rate securities held in our other investments portfolio.

Fair value gains, net in the first quarter of 2021 were primarily driven by:

- increases in the fair value of mortgage commitment derivatives due to gains on commitments to sell mortgage-related securities as prices decreased during the commitment period as interest rates increased; and
- gains on the fair value of long-term debt of consolidated trusts held at fair value, due to increases in interest rates.

These gains were partially offset by fair value losses in the first quarter of 2021 on trading securities, primarily driven by increases in U.S. Treasury yields during the period, which resulted in losses on fixed-rate securities held in our other investments portfolio.

Impact of Hedge Accounting on Fair Value Gains (Losses), Net

Our earnings can experience volatility due to interest-rate changes and differing accounting treatments that apply to certain financial instruments on our balance sheet. To help address this volatility, we began applying fair value hedge accounting in January 2021 to reduce the current-period impact on our earnings related to changes in specified benchmark interest rates. Hedge accounting aligns the timing of when we recognize fair value changes in hedged items attributable to these benchmark interest-rate movements with fair value changes in the hedging instrument. For additional discussion on the purpose and structure of our hedge accounting program, see “Risk Management—Market Risk Management, including Interest-Rate Risk Management—Earnings Exposure to Interest-Rate Risk.”

The table below displays the amount of contractual interest accruals and fair value losses related to designated interest-rate swaps in qualifying hedging relationships that are recognized in “Net interest income” rather than “Fair value gains (losses), net” as a result of hedge accounting. Derivatives not in hedging relationships are not affected.

Impact of Hedge Accounting on Fair Value Gains (Losses), Net

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Net contractual interest income accruals related to interest-rate swaps designated as hedging instruments recognized in net interest income	\$ 39	\$ 54
Fair value losses on derivatives designated as hedging instruments recognized in net interest income	(1,297)	(1,178)
Fair value losses, net recognized in net interest income from hedge accounting	\$ (1,258)	\$ (1,124)

Credit-Related Income (Expense)

Our credit-related income or expense can vary substantially from period to period based on a number of factors, such as changes in actual and forecasted home prices or property valuations, fluctuations in actual and forecasted interest rates, borrower payment behavior, events such as natural disasters or pandemics, the types, volume and effectiveness of our loss mitigation activities, including forbearances and loan modifications, the volume of foreclosures completed and the redesignation of loans from held for investment (“HFI”) to held for sale (“HFS”).

In recent periods, changes in actual and projected interest rates have been a significant driver of our credit-related income (expense) as these changes drive prepayment speeds, which impacts the measurement of the economic concessions granted to borrowers on modified loans. However, pursuant to our adoption of Accounting Standards Update (“ASU”) 2022-02 on January 1, 2022, we prospectively discontinued troubled debt restructuring (“TDR”) accounting and no longer measure the economic concession for restructurings occurring on or after the adoption date. This accounting will also result in the elimination of any existing economic concession related to a loan that was previously designated as a TDR if such loan is restructured on or after January 1, 2022. As a result, we expect that

changes in actual and projected interest rates will have less impact on our credit related income (expense) in future periods. See “Note 1, Summary of Significant Accounting Policies—New Accounting Guidance” and “Note 3, Mortgage Loans” for more information about our adoption of ASU 2022-02.

Our credit-related income or expense and our related loss reserves can also be impacted by updates to the models, assumptions and data used in determining our allowance for loan losses. Although we believe the estimates underlying our allowance are reasonable, we may observe future volatility in these estimates as we continue to observe actual loan performance data and update our models and assumptions. See “Critical Accounting Estimates” for additional information about how our estimate of credit losses is subject to uncertainty.

Benefit (Provision) for Credit Losses

The table below provides a quantitative analysis of the drivers of our single-family and multifamily benefit or provision for credit losses and the change in expected credit enhancement recoveries. The benefit or provision for credit losses includes our benefit or provision for loan losses, accrued interest receivable losses and our guaranty loss reserves, and excludes credit losses on our available for sale (“AFS”) securities. Many of the drivers that contribute to our benefit or provision for credit losses overlap or are interdependent. The attribution shown below is based on internal allocation estimates.

Components of Benefit (Provision) for Credit Losses and Change in Expected Credit Enhancement Recoveries

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Single-family benefit (provision) for credit losses:		
Changes in loan activity ⁽¹⁾⁽²⁾	\$ (339)	\$ (63)
Redesignation of loans from HFI to HFS	50	307
Actual and forecasted home prices	266	1,179
Actual and projected interest rates	(603)	(892)
Release of economic concessions ⁽³⁾	400	—
Changes in assumptions regarding COVID-19 forbearance and loan delinquencies ⁽²⁾	—	127
Other ⁽⁴⁾	(44)	4
Single-family benefit (provision) for credit losses	(270)	662
Multifamily benefit for credit losses:		
Changes in loan activity ⁽¹⁾⁽²⁾	(10)	(119)
Actual and projected interest rates	(49)	(19)
Actual and projected economic data	6	315
Estimated impact of the COVID-19 pandemic ⁽²⁾	—	54
Other ⁽⁴⁾	83	(128)
Multifamily benefit for credit losses	30	103
Total benefit (provision) for credit losses	\$ (240)	\$ 765
Change in expected credit enhancement recoveries:⁽⁶⁾		
Single-family	\$ 69	\$ (16)
Multifamily	(9)	(22)
Change in expected credit enhancement recoveries for active loans	\$ 60	\$ (38)

⁽¹⁾ Primarily consists of loan acquisitions, liquidations and amortization of modification concessions granted to borrowers and write-offs of amounts determined to be uncollectible. For multifamily, changes in loan activity also includes changes in the allowance due to loan delinquencies and the impact of changes in debt service coverage ratios (“DSCRs”) based on updated property financial information, which is used to assess loan credit quality.

⁽²⁾ Beginning January 1, 2022, changes in assumptions regarding COVID-19 forbearance and loan delinquencies are included in “Changes in loan activity.”

⁽³⁾ Represents the benefit from the release of economic concessions related to loans previously designated as TDRs that received loss mitigation arrangements during the quarter due to the adoption of ASU 2022-02.

- (4) Includes provision for allowance on accrued interest receivable. For single-family, also includes the impact of changes in assumptions as well as changes in the reserve for guaranty losses that are not separately included in the other components. For multifamily, also includes the impact of model enhancements implemented in the first quarter of 2021.
- (5) Includes increase (decrease) in expected credit enhancement recoveries only for active loans. Recoveries received after foreclosure, which are included in "Change in expected credit enhancement recoveries" in "Summary of Condensed Consolidated Results of Operations," are not included.

Single-Family Benefit (Provision) for Credit Losses

The primary factors that contributed to our single-family provision for credit losses in the first quarter of 2022 were a provision for higher actual and projected interest rates partially offset by a benefit from the release of economic concessions.

- Actual and projected interest rates were higher as of March 31, 2022 compared with December 31, 2021. As mortgage rates increase, we expect a decrease in future prepayments on single-family loans, including modified loans accounted for as TDRs. Lower expected prepayments extend the expected lives of these TDR loans, which increases the expected impairment relating to economic concessions provided on them, resulting in a provision for credit losses.
- This was partially offset by a benefit from the release of economic concessions on loans previously designated as TDRs that received loss mitigation arrangements during the quarter. As described above, pursuant to our adoption of accounting guidance ASU 2022-02, we remove from our allowance the prior economic concession recorded on a loan previously designated as a TDR when the loan is modified or receives or extends a loss mitigation arrangement such as a forbearance plan, repayment plan or other loan workout during the period.

The primary factors that contributed to our single-family benefit for credit losses in the first quarter of 2021 were:

- Benefit from actual and expected home price growth. During the first quarter of 2021, home price growth was unseasonably strong. We also increased our expectations for home price growth on a national basis for full-year 2021. Higher home prices decrease the likelihood that loans will default and reduce the amount of credit loss on loans that do default, which impacts our estimate of losses and ultimately reduces our loss reserves and provision for credit losses.
- Benefit from the redesignation of certain reperforming single-family loans from HFI to HFS. We redesignated certain reperforming single-family loans from HFI to HFS, as we no longer intended to hold them for the foreseeable future or to maturity. Upon redesignation of these loans, we recorded the loans at the lower of cost or fair value with a write-off against the allowance for loan losses. Amounts recorded in the allowance related to these loans exceeded the amounts written off, resulting in a benefit for credit losses.
- Benefit from changes in assumptions regarding COVID-19 forbearance and change in actual and expected loan delinquencies. Management continued to apply its judgment and supplemented model results as of March 31, 2021, due to continued uncertainty regarding the loss mitigation outcomes of borrowers in forbearance, and uncertainty regarding the future impact of the pandemic, including the efficacy of the COVID-19 vaccines on new strains of the virus and its effect on the economy. Although uncertainty remained, our expected credit losses as a result of the COVID-19 pandemic decreased in the first quarter of 2021, driven by the passage of the American Rescue Plan, which provided additional economic stimulus and helped support the continued economic recovery. In addition, decreased political uncertainty compared with the end of 2020 combined with the increased progression of the COVID-19 vaccines rollout lessened expectations of credit losses. Based on these factors in the first quarter of 2021, management used its judgment to reduce the non-modeled adjustment that was previously applied to the loss projections developed by our credit loss model.

The impact of these factors was partially offset by the impact of the following factor, which reduced our single-family benefit for credit losses recognized in the first quarter of 2021:

- Provision from higher actual and projected interest rates as mortgage interest rates increased in the first quarter of 2021.

Multifamily Benefit for Credit Losses

In the first quarter of 2022, the multifamily benefit for credit losses was the result of a reduction in our credit loss reserves primarily due to strong multifamily market fundamentals.

The primary factors that impacted our multifamily benefit for credit losses in the first quarter of 2021 were:

- Benefit from actual and projected economic data. In the first quarter of 2021, property value forecasts increased due to continued demand for multifamily housing. In addition, improved job growth led to an increase in

projected average property net operating income, which reduced the probability of loan default, resulting in a benefit for credit losses for the quarter.

- Benefit from changes in expected credit losses as a result of the COVID-19 pandemic. Similar to our single-family provision for credit losses described above, management continued to apply its judgment and supplemented model results as of March 31, 2021, due to continued uncertainty regarding the future impact of the pandemic, including the efficacy of the COVID-19 vaccines on new strains of the virus and its effect on the economy. Although uncertainty remained, our expected credit losses as a result of the COVID-19 pandemic decreased in the first quarter of 2021 driven by positive economic growth and the passage of the American Rescue Plan, which provided additional economic stimulus. Based on these factors in the first quarter of 2021, management used its judgment to reduce the non-modeled adjustment that was previously applied to the loss projections developed by our credit loss model.

Consolidated Balance Sheet Analysis

This section discusses our condensed consolidated balance sheets and should be read together with our condensed consolidated financial statements and the accompanying notes.

Summary of Condensed Consolidated Balance Sheets

	As of		Variance
	March 31, 2022	December 31, 2021	
	(Dollars in millions)		
Assets			
Cash and cash equivalents and securities purchased under agreements to resell or similar arrangements	\$ 54,237	\$ 63,191	\$ (8,954)
Restricted cash and cash equivalents	52,651	66,183	(13,532)
Investments in securities	85,435	89,043	(3,608)
Mortgage loans:			
Of Fannie Mae	66,189	66,127	62
Of consolidated trusts	3,990,248	3,907,744	82,504
Allowance for loan losses	(5,899)	(5,629)	(270)
Mortgage loans, net of allowance for loan losses	4,050,538	3,968,242	82,296
Deferred tax assets, net	13,075	12,715	360
Other assets	29,093	29,792	(699)
Total assets	\$ 4,285,029	\$ 4,229,166	\$ 55,863
Liabilities and equity			
Debt:			
Of Fannie Mae	\$ 180,169	\$ 200,892	\$ (20,723)
Of consolidated trusts	4,028,628	3,957,299	71,329
Other liabilities	24,474	23,618	856
Total liabilities	4,233,271	4,181,809	51,462
Fannie Mae stockholders' equity:			
Senior preferred stock	120,836	120,836	—
Other net deficit	(69,078)	(73,479)	4,401
Total equity	51,758	47,357	4,401
Total liabilities and equity	\$ 4,285,029	\$ 4,229,166	\$ 55,863

Cash and Cash Equivalents

Cash and cash equivalents declined from December 31, 2021 to March 31, 2022 as we used cash and other short-term liquid assets that accumulated in prior periods, as well as our earnings, to fund our operations and to pay off maturing debt during the first quarter of 2022. For further discussion, see "Liquidity and Capital Management—Liquidity Management."

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents declined from December 31, 2021 to March 31, 2022 primarily driven by a decrease in prepayments due to lower refinance volumes for loans of consolidated trusts, resulting in lower cash balances held in trust at period end. For information on our accounting policy for restricted cash and cash equivalents, see “Note 1, Summary of Significant Accounting Policies” in our 2021 Form 10-K.

Mortgage Loans, Net of Allowance

The mortgage loans reported in our condensed consolidated balance sheets are classified as either HFS or HFI and include loans owned by Fannie Mae and loans held in consolidated trusts.

Mortgage loans, net of allowance for loan losses increased as of March 31, 2022 compared with December 31, 2021, driven by an increase in loan acquisitions outpacing liquidations and sales.

For additional information on our mortgage loans, see “Note 3, Mortgage Loans,” and for additional information on changes in our allowance for loan losses, see “Note 4, Allowance for Loan Losses.”

Debt

The decrease in debt of Fannie Mae from December 31, 2021 to March 31, 2022 was primarily due to the maturity of long-term debt, which was not replaced with new issuances as our funding needs remained low. The increase in debt of consolidated trusts from December 31, 2021 to March 31, 2022 was primarily driven by sales of Fannie Mae MBS, which are accounted for as issuances of debt of consolidated trusts in our condensed consolidated balance sheets, since the MBS certificate ownership is transferred from us to a third party. See “Liquidity and Capital Management—Liquidity Management—Debt Funding” for a summary of activity in short-term and long-term debt of Fannie Mae. Also see “Note 7, Short-Term and Long-Term Debt” for additional information on our total outstanding debt.

Stockholders' Equity

Our stockholders' equity (also referred to as our net worth) increased to \$51.8 billion as of March 31, 2022, compared with \$47.4 billion as of December 31, 2021, due to the \$4.4 billion in comprehensive income recognized during the first quarter of 2022.

The aggregate liquidation preference of the senior preferred stock increased to \$168.9 billion as of March 31, 2022 and will further increase to \$173.3 billion as of June 30, 2022 due to the \$4.4 billion increase in our net worth during the first quarter of 2022. For more information about how this liquidation preference is determined, see “Business—Conservatorship, Treasury Agreements and Housing Finance Reform—Treasury Agreements—Senior Preferred Stock” in our 2021 Form 10-K and “Liquidity and Capital Management—Capital Management—Capital Activity” in this report.

Retained Mortgage Portfolio

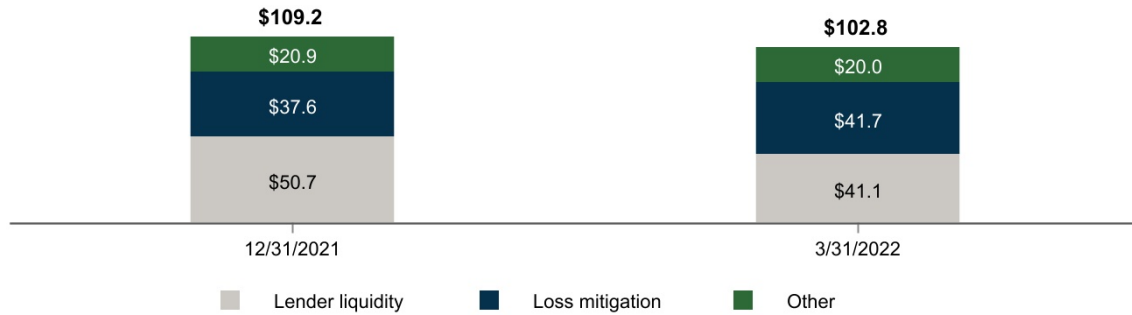
We use our retained mortgage portfolio primarily to provide liquidity to the mortgage market through our whole loan conduit and to support our loss mitigation activities, particularly in times of economic stress when other sources of liquidity to the mortgage market may decrease or withdraw. Previously, we also used our retained mortgage portfolio for investment purposes.

Our retained mortgage portfolio consists of mortgage loans and mortgage-related securities that we own, including Fannie Mae MBS and non-Fannie Mae mortgage-related securities. Assets held by consolidated MBS trusts that back mortgage-related securities owned by third parties are not included in our retained mortgage portfolio.

The chart below separates the instruments within our retained mortgage portfolio, measured by unpaid principal balance, into three categories based on each instrument's use:

- *Lender liquidity*, which includes balances related to our whole loan conduit activity, supports our efforts to provide liquidity to the single-family and multifamily mortgage markets.
- *Loss mitigation* supports our loss mitigation efforts through the purchase of delinquent loans from our MBS trusts.
- *Other* represents assets that were previously purchased for investment purposes. The majority of the balance of "Other" as of March 31, 2022 consisted of Fannie Mae reverse mortgage securities and reverse mortgage loans. We expect the amount of assets in "Other" will continue to decline over time as they liquidate, mature or are sold.

Retained Mortgage Portfolio (Dollars in billions)



The decrease in our retained mortgage portfolio as of March 31, 2022 compared with December 31, 2021 was primarily due to a decrease in our lender liquidity portfolio driven by sales of Fannie Mae securities and a decline in mortgage refinance activity leading to lower acquisition volumes through the whole loan conduit. This was partially offset by an increase in our loss mitigation portfolio driven by an increase in our purchase of delinquent loans from MBS trusts as they exit COVID-19-related forbearance.

The table below displays the components of our retained mortgage portfolio, measured by unpaid principal balance. Based on the nature of the asset, these balances are included in either “Investments in securities” or “Mortgage loans of Fannie Mae” in our Summary of Condensed Consolidated Balance Sheets shown above.

Retained Mortgage Portfolio

	As of	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Lender liquidity:		
Agency securities ⁽¹⁾	\$ 27,717	\$ 34,509
Mortgage loans	13,340	16,174
Total lender liquidity	41,057	50,683
Loss mitigation mortgage loans⁽²⁾	41,730	37,601
Other:		
Reverse mortgage loans	9,420	9,908
Mortgage loans	3,780	3,954
Reverse mortgage securities ⁽³⁾	5,863	6,146
Other ⁽⁴⁾	900	929
Total other	19,963	20,937
Total retained mortgage portfolio	\$ 102,750	\$ 109,221

Retained mortgage portfolio by segment:

Single-family mortgage loans and mortgage-related securities	\$ 95,704	\$ 101,518
Multifamily mortgage loans and mortgage-related securities	\$ 7,046	\$ 7,703

⁽¹⁾ Consists of Fannie Mae, Freddie Mac and Ginnie Mae mortgage-related securities, including Freddie Mac securities guaranteed by Fannie Mae. Excludes Fannie Mae and Ginnie Mae reverse mortgage securities and Fannie Mae-wrapped private-label securities.

⁽²⁾ Includes single-family loans on nonaccrual status of \$10.1 billion and \$11.0 billion, and multifamily loans on nonaccrual status of \$261 million and \$340 million as of March 31, 2022 and December 31, 2021, respectively.

⁽³⁾ Consists of Fannie Mae and Ginnie Mae reverse mortgage securities.

⁽⁴⁾ Consists of private-label and other securities, Fannie Mae-wrapped private-label securities and mortgage revenue bonds.

The amount of mortgage assets that we may own is capped at \$250 billion and will decrease to \$225 billion on December 31, 2022 under the terms of our senior preferred stock purchase agreement with Treasury. In addition, we are currently required to cap our mortgage assets at \$225 billion per instruction from FHFA. See “Business—Conservatorship, Treasury Agreements and Housing Finance Reform” in our 2021 Form 10-K for additional information on our portfolio cap.

We include 10% of the notional value of interest-only securities in calculating the size of the retained portfolio for the purpose of determining compliance with the senior preferred stock purchase agreement retained portfolio limits and associated FHFA guidance. As of March 31, 2022, 10% of the notional value of our interest-only securities was \$1.9 billion, which is not included in the table above.

Under the terms of our MBS trust documents, we have the option or, in some instances, the obligation, to purchase mortgage loans that meet specific criteria from an MBS trust. The purchase price for these loans is the unpaid principal balance of the loan plus accrued interest. If a delinquent loan remains in a single-family MBS trust, the servicer is responsible for advancing the borrower’s missed scheduled principal and interest payments to the MBS holders for up to four months, after which time we must make these missed payments. In addition, we must reimburse servicers for advanced principal and interest payments. The cost of purchasing most delinquent loans from a single-family Fannie Mae MBS trust and holding them in our retained mortgage portfolio is currently less than the cost of advancing delinquent payments to security holders.

In support of our loss mitigation strategies, we purchased \$6.5 billion of loans from our single-family MBS trusts in the first quarter of 2022, the substantial majority of which were delinquent, compared with \$1.5 billion of loans purchased from single-family MBS trusts in the first quarter of 2021. We expect the amount of loans we buy out of trusts will increase in 2022 relative to the prior year as loans exiting COVID-19-related forbearance will lead to an increase in the number of loan modifications. The size of our retained mortgage portfolio will be impacted by the volume of loans we ultimately buy, the timing of those purchases, and the length of time those loans remain in our retained mortgage

portfolio. See “Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Problem Loan Management—Single-Family Loans in Forbearance” and “Multifamily Business—Multifamily Mortgage Credit Risk Management—Multifamily Problem Loan Management and Foreclosure Prevention—Multifamily Loan Forbearance” for information on our loans in forbearance.

Guaranty Book of Business

Our “guaranty book of business” consists of:

- Fannie Mae MBS outstanding, excluding the portions of any structured securities we issue that are backed by Freddie Mac securities;
- mortgage loans of Fannie Mae held in our retained mortgage portfolio; and
- other credit enhancements that we provide on mortgage assets.

“Total Fannie Mae guarantees” consists of:

- our guaranty book of business; and
- the portions of any structured securities we issue that are backed by Freddie Mac securities.

We and Freddie Mac issue single-family uniform mortgage-backed securities, or “UMBS®.” In this report, we use the term “Fannie Mae-issued UMBS” to refer to single-family Fannie Mae MBS that are directly backed by fixed-rate mortgage loans and generally eligible for trading in the to-be-announced (“TBA”) market. We use the term “Fannie Mae MBS” or “our MBS” to refer to any type of mortgage-backed security that we issue, including UMBS, Supers®, Real Estate Mortgage Investment Conduit securities (“REMICs”) and other types of single-family or multifamily mortgage-backed securities.

Some Fannie Mae MBS that we issue are backed in whole or in part by Freddie Mac securities. When we restructure Freddie Mac securities into Fannie Mae-issued structured securities, such as Supers and REMICs, our guaranty of principal and interest extends to the underlying Freddie Mac securities. However, Freddie Mac continues to guarantee the payment of principal and interest on the underlying Freddie Mac securities that we have restructured. We do not charge an incremental guaranty fee to include Freddie Mac securities in the structured securities that we issue. References to our single-family guaranty book of business exclude Freddie Mac-acquired mortgage loans underlying Freddie Mac securities that we have restructured.

Our issuance of structured securities backed in whole or in part by Freddie Mac securities creates additional off-balance sheet exposure. Our guaranty extends to the underlying Freddie Mac security included in the structured security, but we do not have control over the Freddie Mac mortgage loan securitizations. Because we do not have the power to direct matters (primarily the servicing of mortgage loans) that impact the credit risk to which we are exposed, which constitute control of these securitization trusts, we do not consolidate these trusts in our condensed consolidated balance sheet, giving rise to off-balance sheet exposure. We expect our off-balance sheet exposure to Freddie Mac securities to increase as we issue more structured securities backed by Freddie Mac securities in the future. See “Liquidity and Capital Management—Liquidity Management—Off-Balance Sheet Arrangements” and “Note 6, Financial Guarantees” for information regarding our maximum exposure to loss on unconsolidated Fannie Mae MBS and Freddie Mac securities.

The table below displays the composition of our guaranty book of business based on unpaid principal balance. Our single-family guaranty book of business accounted for 90% and 89% of our guaranty book of business as of March 31, 2022 and December 31, 2021, respectively.

Composition of Fannie Mae Guaranty Book of Business

	As of					
	March 31, 2022			December 31, 2021		
	Single-Family	Multifamily	Total	Single-Family	Multifamily	Total
	(Dollars in millions)					
Conventional guaranty book of business ⁽¹⁾	\$ 3,607,454	\$ 423,261	\$ 4,030,715	\$ 3,536,613	\$ 419,463	\$ 3,956,076
Government guaranty book of business ⁽²⁾	16,080	684	16,764	16,777	718	17,495
Guaranty book of business	3,623,534	423,945	4,047,479	3,553,390	420,181	3,973,571
Freddie Mac securities guaranteed by Fannie Mae ⁽³⁾	236,067	—	236,067	212,259	—	212,259
Total Fannie Mae guarantees	\$ 3,859,601	\$ 423,945	\$ 4,283,546	\$ 3,765,649	\$ 420,181	\$ 4,185,830

⁽¹⁾ Refers to mortgage loans and mortgage-related securities that are not guaranteed or insured, in whole or in part, by the U.S. government.

⁽²⁾ Refers to mortgage loans and mortgage-related securities guaranteed or insured, in whole or in part, by the U.S. government.

⁽³⁾ Consists of off-balance sheet arrangements of approximately (i) \$196.0 billion and \$177.8 billion in unpaid principal balance of Freddie Mac-issued UMBS backing Fannie Mae-issued Supers as of March 31, 2022 and December 31, 2021, respectively; and (ii) \$40.1 billion and \$34.5 billion in unpaid principal balance of Freddie Mac securities backing Fannie Mae-issued REMICs as of March 31, 2022 and December 31, 2021, respectively.

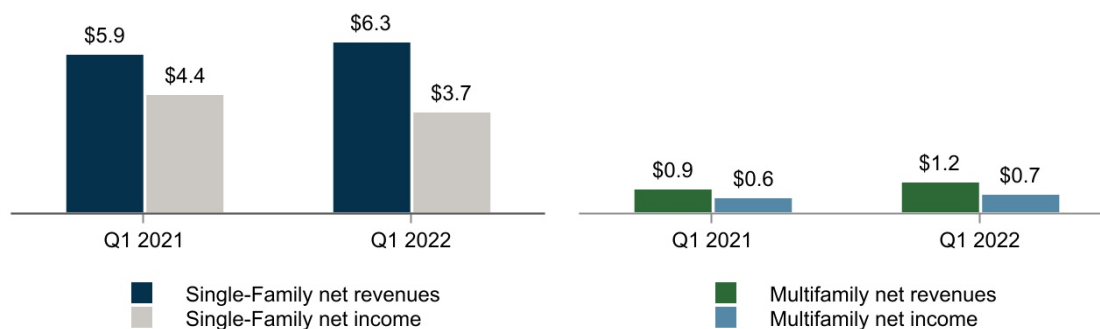
The Federal Housing Enterprises Financial Safety and Soundness Act of 1992, as amended, including by the Housing and Economic Recovery Act of 2008 (together, the "GSE Act") requires us to set aside each year an amount equal to 4.2 basis points of the unpaid principal balance of our new business purchases and to pay this amount to specified HUD and Treasury funds in support of affordable housing. In March 2022, we paid \$598 million to the funds based on our new business purchases in 2021. For the first quarter of 2022, we recognized an expense of \$107 million related to this obligation based on \$255.6 billion in new business purchases during the period. We expect to pay this amount to the funds in 2023, plus additional amounts to be accrued based on our new business purchases in the remaining nine months of 2022. See "Business—Legislation and Regulation—GSE-Focused Matters—Affordable Housing Allocations" in our 2021 Form 10-K for more information regarding this obligation.

Business Segments

We have two reportable business segments: Single-Family and Multifamily. The Single-Family business operates in the secondary mortgage market relating to single-family mortgage loans, which are secured by properties containing four or fewer residential dwelling units. The Multifamily business operates in the secondary mortgage market relating primarily to multifamily mortgage loans, which are secured by properties containing five or more residential units.

The chart below displays net revenues and net income for each of our business segments for the first quarter of 2021 compared with the first quarter of 2022. Net revenues consist of net interest income and fee and other income.

Business Segment Net Revenues and Net Income
(Dollars in billions)



In the following sections, we describe each segment's business metrics, financial results and credit performance. For an overview of how we are compensated for and manage the risk of credit losses through the life cycle of our loans and how we measure our credit risk, see "Business—Managing Mortgage Credit Risk" in our 2021 Form 10-K.

Single-Family Business

This section supplements and updates information regarding our Single-Family business segment in our 2021 Form 10-K. See "MD&A—Single-Family Business" in our 2021 Form 10-K for additional information regarding the primary business activities, lenders, investors and competition of our Single-Family business.

Single-Family Mortgage Market

Housing activity was relatively flat in the first quarter of 2022 compared with the fourth quarter of 2021. Total existing home sales averaged 6.1 million units annualized in the first quarter of 2022, compared with 6.2 million units in the fourth quarter of 2021, according to data from the National Association of REALTORS®. According to the U.S. Census Bureau, new single-family home sales averaged an annualized rate of approximately 814,000 units in the first quarter of 2022, compared with approximately 764,000 units in the fourth quarter of 2021.

The 30-year fixed mortgage rate averaged 4.17% in March 2022, compared with 3.10% in December 2021, according to Freddie Mac's Primary Mortgage Market Survey®.

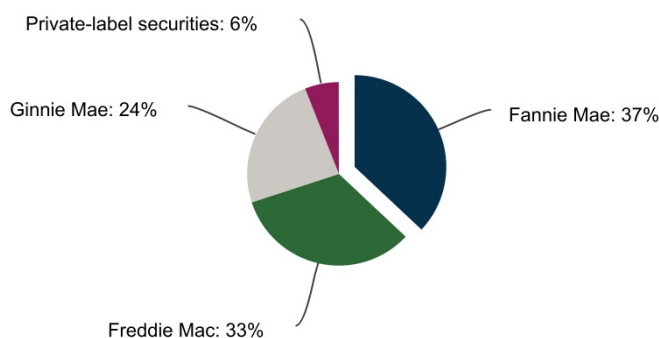
We forecast that total originations in the U.S. single-family mortgage market in 2022 will decrease from 2021 levels by approximately 37%, from an estimated \$4.48 trillion in 2021 to \$2.82 trillion in 2022, and that the amount of refinance originations in the U.S. single-family mortgage market will decrease from an estimated \$2.61 trillion in 2021 to \$889 billion in 2022. See "Key Market Economic Indicators" for additional discussion of how housing activity can affect our financial results and the uncertainties that may affect our forecasts and expectations.

Single-Family Market Activity

Single-Family Mortgage-Related Securities Issuances Share

Our single-family Fannie Mae MBS issuances were \$243.1 billion for the first quarter of 2022, compared with \$403.7 billion for the first quarter of 2021. This decrease was driven by a lower volume of refinance activity in the first quarter of 2022 due to increasing mortgage rates. Based on the latest data available, the chart below displays our estimated share of single-family mortgage-related securities issuances in the first quarter of 2022 as compared with that of our primary competitors for the issuance of single-family mortgage-related securities.

Single-Family Mortgage-Related Securities Issuances Share First Quarter 2022



We estimate our share of single-family mortgage-related securities issuances was 37% in the fourth quarter of 2021 and 41% in the first quarter of 2021.

Presentation of Our Single-Family Guaranty Book of Business

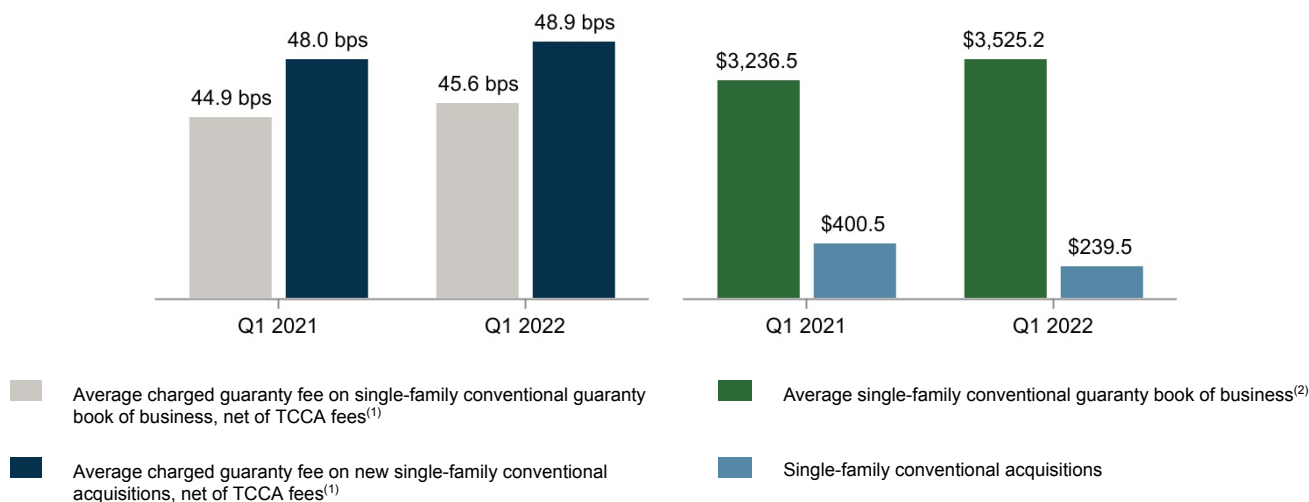
For purposes of the information reported in this “Single-Family Business” section, we measure the single-family guaranty book of business using the unpaid principal balance of our mortgage loans underlying Fannie Mae MBS outstanding. By contrast, the single-family guaranty book of business presented in the “Composition of Fannie Mae Guaranty Book of Business” table in the “Guaranty Book of Business” section is based on the unpaid principal balance of the Fannie Mae MBS outstanding, rather than the unpaid principal balance of the underlying mortgage loans. These amounts differ primarily as a result of payments we receive on underlying loans that have not yet been remitted to the MBS holders or instances where we have advanced missed borrower payments on mortgage loans to make required distributions to related MBS holders. As measured for purposes of the information reported below, our single-family conventional guaranty book of business was \$3,567.4 billion as of March 31, 2022 and \$3,483.1 billion as of December 31, 2021.

Single-Family Business Metrics

Net interest income for our Single-Family business is driven by the guaranty fees we charge and the size of our single-family conventional guaranty book of business. The guaranty fees we charge are based on the characteristics of the loans we acquire. We may adjust our guaranty fees in light of market conditions and to achieve return targets. As a result, the average charged guaranty fee on new acquisitions may fluctuate based on the credit quality and product mix of loans acquired, as well as market conditions and other factors.

The charts below display our average charged guaranty fees, net of TCCA fees, on our single-family conventional guaranty book of business and on new single-family conventional loan acquisitions, along with our average single-family conventional guaranty book of business and our single-family conventional loan acquisitions for the periods presented.

**Select Single-Family Business Metrics
(Dollars in billions)**



⁽¹⁾ Excludes the impact of a 10 basis point guaranty fee increase implemented pursuant to the TCCA, the incremental revenue from which is remitted to Treasury and not retained by us.

⁽²⁾ Our single-family conventional guaranty book of business primarily consists of single-family conventional mortgage loans underlying Fannie Mae MBS outstanding. It also includes single-family conventional mortgage loans of Fannie Mae held in our retained mortgage portfolio, and other credit enhancements that we provide on single-family conventional mortgage assets. Our single-family conventional guaranty book of business does not include: (a) mortgage loans guaranteed or insured, in whole or in part, by the U.S. government; or (b) Freddie Mac-acquired mortgage loans underlying Freddie Mac-issued UMBS that we have res securitized. Our average single-family conventional guaranty book of business is based on quarter-end balances.

Average charged guaranty fee on newly acquired conventional single-family loans is a metric management uses to measure the price we earn as compensation for the credit risk we manage and to assess our return. Average charged guaranty fee represents, on an annualized basis, the average of the base guaranty fees charged during the period for our single-family conventional guaranty arrangements, which we receive monthly over the life of the loan, plus the recognition of any upfront cash payments, including loan-level price adjustments, based on an estimated average life at the time of acquisition. We use loan-level price adjustments, including various upfront risk-based fees, to price for the

credit risk we assume in providing our guaranty. FHFA must approve changes to the national loan-level price adjustments we charge and can direct us to make other changes to our single-family guaranty fee pricing.

Our average charged guaranty fee on newly acquired conventional single-family loans, net of TCCA fees, increased in the first quarter of 2022 compared with the first quarter of 2021, reflecting the overall weaker credit risk profile of our first quarter 2022 acquisitions driven by a shift to a higher percentage of purchase loans than the prior year. We generally charge higher guaranty fees on loans with weaker credit risk characteristics. See “Single-Family Mortgage Credit Risk Management—Single-Family Portfolio Diversification and Monitoring” below for a description of key risk characteristics of our single-family acquisitions in the first quarter of 2022 and first quarter of 2021.

In January 2022, FHFA announced targeted increases to the upfront fees we charge for certain high-balance loans and second home loans. High-balance loans are mortgages originated in certain designated areas above the baseline conforming loan limit. The new fees are effective for loans purchased on or after April 1, 2022, and for loans delivered into an MBS trust with an issue date on or after April 1, 2022. High-balance loans will continue to be eligible for our existing affordable loan products, HomeReady[®] and HFA Preferred[™], which offer caps on loan-level price adjustments for eligible borrowers. In addition, the high-balance upfront fees will not be charged on loans to first time homebuyers in high-cost areas with incomes at or below 100% of area median income. The new fees may decrease the volume of high-balance and second home loans we acquire.

Single-Family Business Financial Results⁽¹⁾

	For the Three Months Ended March 31,		
	2022	2021	Variance
	(Dollars in millions)		
Net interest income ⁽²⁾	\$ 6,255	\$ 5,894	\$ 361
Fee and other income	61	62	(1)
Net revenues	6,316	5,956	360
Investment gains (losses), net	(66)	64	(130)
Fair value gains, net	527	740	(213)
Administrative expenses	(683)	(623)	(60)
Credit-related income (expense) ⁽³⁾	(236)	679	(915)
TCCA fees ⁽²⁾	(824)	(731)	(93)
Credit enhancement expense	(210)	(226)	16
Change in expected credit enhancement recoveries ⁽⁴⁾	69	(16)	85
Other expenses, net ⁽⁵⁾	(198)	(287)	89
Income before federal income taxes	4,695	5,556	(861)
Provision for federal income taxes	(986)	(1,162)	176
Net income	\$ 3,709	\$ 4,394	\$ (685)

⁽¹⁾ See “Note 9, Segment Reporting” for information about our segment allocation methodology.

⁽²⁾ Reflects the impact of a 10 basis point guaranty fee increase implemented pursuant to the TCCA, the incremental revenue from which is remitted to Treasury. The resulting revenue is included in “Net interest income” and the expense is recognized as “TCCA fees.”

⁽³⁾ Consists of the benefit or provision for credit losses and foreclosed property income or expense.

⁽⁴⁾ Consists of increase (decrease) in benefits recognized from our single-family freestanding credit enhancements, which primarily relate to our CAS and CIRT programs.

⁽⁵⁾ Consists primarily of debt extinguishment gains and losses, housing trust fund expenses, servicer fees paid in connection with certain loss mitigation activities, and loan subservicing costs.

Net Interest Income

The increase in single-family net interest income for the first quarter of 2022 compared with the first quarter of 2021 was primarily driven by higher base guaranty fee income, partially offset by lower net amortization income.

The drivers of net interest income for the Single-Family segment are consistent with the drivers of net interest income in our condensed consolidated statements of operations and comprehensive income, which we discuss in “Consolidated Results of Operations—Net Interest Income.”

Fair Value Gains, Net

Fair value gains, net in the first quarter of 2022 were primarily driven by increases in the fair value of mortgage commitments and gains in the fair value of long-term debt of consolidated trusts held at fair value, partially offset by fair value losses on trading securities.

Consistent with the drivers in the first quarter of 2022, fair value gains, net in the first quarter of 2021 were also primarily driven by increases in the fair value of mortgage commitments and gains in the fair value of long-term debt of consolidated trusts held at fair value, partially offset by fair value losses on trading securities.

The drivers of fair value gains, net for the Single-Family segment are consistent with the drivers of fair value gains, net in our condensed consolidated statements of operations and comprehensive income, which we discuss in “Consolidated Results of Operations—Fair Value Gains (Losses), Net.”

For information on the implementation of our hedge accounting program and its impact on our financial statements, see “Consolidated Results of Operations—Hedge Accounting Impact” in our 2021 Form 10-K and “Consolidated Results of Operations—Fair Value Gains (Losses), Net” in this report.

Credit-Related Income (Expense)

Credit-related expense for the first quarter of 2022 was primarily driven by a provision for higher actual and projected mortgage interest rates. This expense was partially offset by a benefit from the release of economic concessions on loans previously designated as TDRs that received loss mitigation arrangements during the quarter, pursuant to our adoption of accounting guidance ASU 2022-02.

Credit-related income for the first quarter of 2021 was driven by a benefit for credit losses due primarily to higher actual and forecasted home prices, partially offset by higher actual and projected interest rates.

See “Consolidated Results of Operations—Credit-Related Income (Expense)” for more information on the primary factors that contributed to our single-family credit-related income or expense. See “Note 1, Summary of Significant Accounting Policies” and “Note 3, Mortgage Loans” for additional information on our adoption of ASU 2022-02 on January 1, 2022 and the prospective discontinuation of TDR accounting.

Single-Family Mortgage Credit Risk Management

This section updates our discussion of single-family mortgage credit risk management in our 2021 Form 10-K. For an overview of key elements of our mortgage credit risk management, see “Business—Managing Mortgage Credit Risk” in our 2021 Form 10-K. For additional information on our acquisition and servicing policies, underwriting and servicing standards, quality control process, repurchase requests, and representation and warranty framework, see “MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management” in our 2021 Form 10-K.

Single-Family Portfolio Diversification and Monitoring

The following table displays our single-family conventional business volumes and our single-family conventional guaranty book of business, based on certain key risk characteristics that we use to evaluate the risk profile and credit quality of our single-family loans.

We provide additional information on the credit characteristics of our single-family loans in quarterly financial supplements, which we furnish to the Securities and Exchange Commission (the "SEC") with current reports on Form 8-K and make available on our website. Information in our quarterly financial supplements is not incorporated by reference into this report.

Key Risk Characteristics of Single-Family Conventional Business Volume and Guaranty Book of Business⁽¹⁾

	Percent of Single-Family Conventional Business Volume at Acquisition ⁽²⁾		Percent of Single-Family Conventional Guaranty Book of Business ⁽³⁾ As of	
	For the Three Months Ended March 31,		March 31, 2022	December 31, 2021
	2022	2021		
Original loan-to-value ("LTV") ratio:⁽⁴⁾				
<= 60%	28 %	34 %	27 %	27 %
60.01% to 70%	15	17	15	15
70.01% to 80%	33	30	33	33
80.01% to 90%	9	9	10	10
90.01% to 95%	11	8	10	10
95.01% to 100%	4	2	4	4
Greater than 100%	—	*	1	1
Total	100 %	100 %	100 %	100 %
Weighted average	71 %	68 %	72 %	72 %
Average loan amount	\$ 299,395	\$ 282,561	\$ 202,076	\$ 198,865
Loan count (in thousands)	800	1,417	17,654	17,515
Estimated mark-to-market LTV ratio:⁽⁵⁾				
<= 60%			63 %	61 %
60.01% to 70%			18	19
70.01% to 80%			12	13
80.01% to 90%			5	5
90.01% to 100%			2	2
Greater than 100%			*	*
Total			100 %	100 %
Weighted average			53 %	54 %
FICO credit score at origination:				
< 620	* %	— %	1 %	1 %
620 to < 660	4	2	4	4
660 to < 680	5	2	3	3
680 to < 700	8	5	7	7
700 to < 740	21	17	19	19
>= 740	62	74	66	66
Total	100 %	100 %	100 %	100 %
Weighted average	748	761	753	753
Debt-to-income ("DTI") ratio at origination:				
<= 43%	71 %	80 %	77 %	77 %
43.01% to 45%	10	8	8	9
Greater than 45%	19	12	15	14
Total	100 %	100 %	100 %	100 %
Weighted average	36 %	33 %	34 %	34 %

	Percent of Single-Family Conventional Business Volume at Acquisition ⁽²⁾		Percent of Single-Family Conventional Guaranty Book of Business ⁽³⁾ As of	
	For the Three Months Ended March 31,		March 31, 2022	December 31, 2021
	2022	2021		
Product type:				
Fixed-rate: ⁽⁷⁾				
Long-term	86 %	84 %	84 %	84 %
Intermediate-term	13	16	15	15
Total fixed-rate	99	100	99	99
Adjustable-rate	1	*	1	1
Total	100 %	100 %	100 %	100 %
Number of property units:				
1 unit	98 %	98 %	97 %	97 %
2-4 units	2	2	3	3
Total	100 %	100 %	100 %	100 %
Property type:				
Single-family homes	91 %	91 %	91 %	91 %
Condo/Co-op	9	9	9	9
Total	100 %	100 %	100 %	100 %
Occupancy type:				
Primary residence	90 %	91 %	90 %	90 %
Second/vacation home	4	3	4	4
Investor	6	6	6	6
Total	100 %	100 %	100 %	100 %
Loan purpose:				
Purchase	43 %	25 %	36 %	36 %
Cash-out refinance	34	20	22	21
Other refinance	23	55	42	43
Total	100 %	100 %	100 %	100 %
Geographic concentration:⁽⁸⁾				
Midwest	12 %	12 %	14 %	14 %
Northeast	13	14	16	16
Southeast	25	21	22	23
Southwest	21	18	19	18
West	29	35	29	29
Total	100 %	100 %	100 %	100 %
Origination year:				
2016 and prior			22 %	23 %
2017			3	4
2018			3	3
2019			5	6
2020			28	30
2021			35	34
2022			4	—
Total			100 %	100 %

* Represents less than 0.5% of single-family conventional business volume or guaranty book of business.

⁽¹⁾ Second-lien mortgage loans held by third parties are not reflected in the original LTV or the estimated mark-to-market LTV ratios in this table.

⁽²⁾ Calculated based on the unpaid principal balance of single-family loans for each category at time of acquisition.

⁽³⁾ Calculated based on the aggregate unpaid principal balance of single-family loans for each category divided by the aggregate unpaid principal balance of loans in our single-family conventional guaranty book of business as of the end of each period.

⁽⁴⁾ The original LTV ratio generally is based on the original unpaid principal balance of the loan divided by the appraised property value reported to us at the time of acquisition of the loan. Excludes loans for which this information is not readily available.

⁽⁵⁾ The aggregate estimated mark-to-market LTV ratio is based on the unpaid principal balance of the loan as of the end of each reported period divided by the estimated current value of the property, which we calculate using an internal valuation model that estimates periodic changes in home value. Excludes loans for which this information is not readily available.

- (6) Excludes loans for which this information is not readily available.
- (7) Long-term fixed-rate consists of mortgage loans with maturities greater than 15 years, while intermediate-term fixed-rate loans have maturities equal to or less than 15 years.
- (8) Midwest consists of IL, IN, IA, MI, MN, NE, ND, OH, SD and WI. Northeast consists of CT, DE, ME, MA, NH, NJ, NY, PA, PR, RI, VT and VI. Southeast consists of AL, DC, FL, GA, KY, MD, MS, NC, SC, TN, VA and WV. Southwest consists of AZ, AR, CO, KS, LA, MO, NM, OK, TX and UT. West consists of AK, CA, GU, HI, ID, MT, NV, OR, WA and WY.

Characteristics of our New Single-Family Loan Acquisitions

Refinancing activity began to taper beginning in the second half of 2021, as a large portion of our single-family guaranty book of business had already recently refinanced and interest rates increased. Accordingly, the share of our single-family loan acquisitions consisting of refinance loans (versus home purchase loans) decreased to 57% in the first quarter of 2022 compared with 75% in the first quarter of 2021. Typically, home purchase loans have higher LTV ratios than refinance loans. This trend contributed to an increase in the percentage of our single-family loan acquisitions with LTV ratios over 80%, from 19% in the first quarter of 2021 to 24% in the first quarter of 2022. The decline in refinance share also contributed to a decline in the percentage of loans we acquired with a FICO credit score of 740 or greater, from 74% in the first quarter of 2021 to 62% in the first quarter of 2022, as well as an increase in the percentage of loans we acquired with a FICO credit score less than 680, from 4% in the first quarter of 2021 to 9% in the first quarter of 2022.

Our share of acquisitions of loans with DTI ratios above 45% increased to 19% in the first quarter of 2022 compared with 12% in the first quarter of 2021. This increase was also driven by the higher share of home purchase acquisitions, which tend to have higher DTI ratios than refinance loan acquisitions.

For a discussion of factors that may impact the volume and credit characteristics of loans we acquire in the future, see “MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Portfolio Diversification and Monitoring” in our 2021 Form 10-K. In this section of our 2021 Form 10-K, we also provide more information on the credit characteristics of loans in our single-family conventional guaranty book of business, including high-balance loans, reverse mortgages and mortgage products with rate resets.

Single-Family Credit Enhancement and Transfer of Mortgage Credit Risk

Our charter generally requires credit enhancement on any single-family conventional mortgage loan that we purchase or securitize if it has an LTV ratio over 80% at the time of purchase. We generally achieve this through primary mortgage insurance. We also enter into various other types of transactions in which we transfer mortgage credit risk to third parties.

Our approved monoline mortgage insurers’ financial ability and willingness to pay claims is an important determinant of our overall credit risk exposure. For a discussion of our exposure to and management of the institutional counterparty credit risk associated with the providers of these credit enhancements, see “MD&A—Risk Management—Institutional Counterparty Credit Risk Management” and “Note 13, Concentrations of Credit Risk” in our 2021 Form 10-K and “Risk Management—Institutional Counterparty Credit Risk Management” and “Note 10, Concentrations of Credit Risk” in this report. Also see “Risk Factors” in our 2021 Form 10-K.

The table below displays information about loans in our single-family conventional guaranty book of business covered by one or more forms of credit enhancement, including mortgage insurance or a credit risk transfer transaction. For a description of primary mortgage insurance and the other types of credit enhancements specified in the table, see “MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Credit Enhancement and Transfer of Mortgage Credit Risk” in our 2021 Form 10-K.

Single-Family Loans with Credit Enhancement

	As of			
	March 31, 2022		December 31, 2021	
	Unpaid Principal Balance	Percentage of Single-Family Conventional Guaranty Book of Business	Unpaid Principal Balance	Percentage of Single-Family Conventional Guaranty Book of Business
	(Dollars in billions)			
Primary mortgage insurance and other	\$ 712	20 %	\$ 697	20 %
Connecticut Avenue Securities	615	17	512	14
Credit Insurance Risk Transfer	227	6	168	5
Lender risk-sharing	64	2	70	2
Less: Loans covered by multiple credit enhancements	(295)	(8)	(253)	(7)
Total single-family loans with credit enhancement	\$ 1,323	37 %	\$ 1,194	34 %

Transfer of Mortgage Credit Risk

In addition to primary mortgage insurance, our Single-Family business has developed other risk-sharing capabilities to transfer portions of our single-family mortgage credit risk to the private market. Our credit risk transfer transactions have been designed to transfer a portion of the losses we expect would be incurred in an economic downturn or a stressed credit environment. Generally, benefits are received after the underlying property has been liquidated and all applicable proceeds, including private mortgage insurance benefits, have been applied to reduce the loss. As described in “MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Credit Enhancement and Transfer of Mortgage Credit Risk—Credit Risk Transfer Transactions” in our 2021 Form 10-K, we have used primarily three single-family credit risk transfer programs: Connecticut Avenue Securities® (“CAS”), Credit Insurance Risk Transfer™ (“CIRT™”), and lender risk-sharing.

In the first quarter of 2022, we transferred a portion of the mortgage credit risk on single-family mortgage loans with an unpaid principal balance of \$218.4 billion at the time of the transactions; substantially all of the loans in these credit risk transfer transactions were acquired in 2021. In the first quarter of 2022, we also exercised early termination options to cancel certain CIRT transactions.

We expect to engage in a higher volume of credit risk transfer transactions in 2022 compared to our 2021 issuances. The factors we expect will affect the extent to which we engage in single-family credit risk transfer transactions in the future and the structure of those transactions include our risk appetite, future market conditions, the cost of the transactions, FHFA guidance or requirements (including FHFA’s scorecard), the capital relief provided by the transactions, and our overall business and capital plans.

As described in “Legislation and Regulation—Final Rule Amending the Enterprise Regulatory Capital Framework,” in March 2022, FHFA published a final rule amending the enterprise regulatory capital framework. Among other changes, the amendment refined the risk-based capital treatment of credit risk transfer transactions. These changes to the enterprise regulatory capital framework increase the capital relief afforded by credit risk transfer transactions.

The table below displays the aggregate mortgage credit risk transferred to third parties and retained by Fannie Mae pursuant to our single-family credit risk transfer transactions. The table does not include the credit risk transferred on single-family transactions that were cancelled or terminated as of March 31, 2022. The table below also excludes coverage obtained through primary mortgage insurance. The risk in force of these transactions, which refers to the maximum amount of losses that could be absorbed by credit risk transfer investors, was approximately \$41 billion as of March 31, 2022, compared with approximately \$39 billion as of March 31, 2021. Because of the large number of mortgage prepayments in recent periods, the first loss retention layer on each credit risk transfer transaction has increased as a percentage of the outstanding reference pool. As a result, to the extent that these deals were impacted by refinancing activity, the losses on the remaining covered reference pools must generally reach a higher percentage of the remaining outstanding balance before those credit risk transfer transactions will pay any benefits to us. In addition, home price appreciation since we entered into the transactions reduces the likelihood that we will incur losses on the covered loans large enough to receive a benefit from these transactions.

Outstanding as of March 31, 2022

(Dollars in billions)

	Senior	Fannie Mae ⁽¹⁾ \$878			Outstanding Reference Pool ⁽⁴⁾⁽⁶⁾ \$931	
	Mezzanine	Fannie Mae ⁽¹⁾ \$3	CIRT ⁽²⁾⁽³⁾ \$13	CAS ⁽²⁾ \$13		Lender Risk-Sharing ⁽²⁾ \$4
	First Loss	Fannie Mae ⁽¹⁾ \$9		CAS ⁽²⁾⁽⁵⁾ \$9		Lender Risk-Sharing ⁽²⁾ \$2

⁽¹⁾ Credit risk retained by Fannie Mae in CAS, CIRT and lender risk-sharing transactions. Tranche sizes vary across programs.

⁽²⁾ Credit risk transferred to third parties. Tranche sizes vary across programs.

⁽³⁾ Includes mortgage pool insurance transactions covering loans with an unpaid principal balance of approximately \$1.4 billion outstanding as of March 31, 2022.

⁽⁴⁾ For CIRT and some lender risk-sharing transactions, "Reference Pool" reflects a pool of covered loans.

⁽⁵⁾ For CAS transactions, "First Loss" represents all B tranche balances.

⁽⁶⁾ For CAS and some lender risk-sharing transactions, represents outstanding reference pools, not the outstanding unpaid principal balance of the underlying loans. The outstanding unpaid principal balance for all loans covered by credit risk transfer programs, including all loans on which risk has been transferred in lender risk-sharing transactions, was approximately \$906 billion as of March 31, 2022.

The following table displays information about the credit enhancement recovery receivables we have recognized within "Other assets" in our condensed consolidated balance sheets.

Single-Family Credit Enhancement Receivables

	As Of	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Freestanding credit enhancement receivables	\$ 167	\$ 99
Primary mortgage insurance receivables, net of allowance	52	54

The following table displays the approximate cash paid or transferred to investors for credit risk transfer transactions outstanding. The cash represents the portion of the guaranty fee paid to investors as compensation for taking on a share of the credit risk.

Credit Risk Transfer Transactions

	For the Three Months Ended March 31,	
	2022	2021
Cash paid or transferred for:	(Dollars in millions)	
CAS transactions ⁽¹⁾	\$ 184	\$ 206
CIRT transactions	59	72
Lender risk-sharing transactions	42	74

⁽¹⁾ Consists of cash paid for interest expense net of LIBOR or SOFR, as applicable, on outstanding CAS debt and amounts paid for both CAS REMIC[®] and CAS Credit-linked notes ("CLN") transactions.

Cash paid or transferred to investors for CIRT transactions includes cancellation fees paid on certain CIRT transactions where we determined that the cost of these deals exceeded the expected remaining benefit. We expect expenses relating to cash paid or transferred to investors for credit risk transfer transactions will be higher in 2022 compared with 2021 as we expect to engage in a greater volume of credit risk transfer transactions in 2022.

The table below displays the primary characteristics of loans in our single-family conventional guaranty book of business without credit enhancement as of the specified dates.

Single-Family Loans without Credit Enhancement

	As of			
	March 31, 2022		December 31, 2021	
	Unpaid Principal Balance	Percentage of Single-Family Conventional Guaranty Book of Business	Unpaid Principal Balance	Percentage of Single-Family Conventional Guaranty Book of Business
	(Dollars in billions)			
Low LTV ratio or short-term ⁽¹⁾	\$ 1,198	34 %	\$ 1,167	34 %
Pre-credit risk transfer program inception ⁽²⁾	305	9	324	9
Recently acquired ⁽³⁾	836	23	983	28
Other ⁽⁴⁾	569	16	565	16
Less: Loans in multiple categories	(664)	(19)	(750)	(21)
Total single-family loans without credit enhancement	\$ 2,244	63 %	\$ 2,289	66 %

⁽¹⁾ Represents loans with an LTV ratio less than or equal to 60% or loans with an original maturity of 20 years or less.

⁽²⁾ Represents loans that were acquired before the inception of our credit risk transfer programs. Also includes Refi Plus[™] loans.

⁽³⁾ Represents loans that were recently acquired and have not been included in a reference pool.

⁽⁴⁾ Includes adjustable-rate mortgage loans, loans with a combined LTV ratio greater than 97%, non-Refi Plus loans acquired after the inception of our credit risk transfer programs that became 30 or more days delinquent prior to inclusion in a credit risk transfer transaction and loans that were delinquent as of March 31, 2022 or December 31, 2021.

Single-Family Problem Loan Management

Our problem loan management strategies focus primarily on reducing defaults to avoid losses that would otherwise occur and pursuing foreclosure alternatives to mitigate the severity of the losses we incur. See "MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Problem Loan Management" in our 2021 Form 10-K for a discussion of delinquency statistics on our problem loans, efforts undertaken to manage our problem loans, metrics regarding our loan workout activities, real estate owned ("REO") management and other single-family credit-related information. The discussion below updates some of that information. We also provide ongoing credit performance information on loans underlying single-family Fannie Mae MBS and loans covered by single-family credit risk transfer transactions. For loans backing Fannie Mae MBS, see the "Forbearance and Delinquency Dashboard" available in the MBS section of our Data Dynamics[®] tool, which is available at www.fanniemae.com/datadynamics. For loans covered by credit risk transfer transactions, see the "Deal Performance Data" report available in the CAS and CIRT sections of the tool. Information on our website is not incorporated into this report. Information in Data Dynamics may differ from similar measures presented in our financial statements and other public disclosures for a variety of

reasons, including as a result of variations in the loan population covered, timing differences in reporting and other factors.

Single-Family Serious Delinquency Rates

The tables below display the delinquency status of loans and changes in the volume of seriously delinquent loans in our single-family conventional guaranty book of business based on the number of loans. Single-family seriously delinquent loans are loans that are 90 days or more past due or in the foreclosure process, expressed as a percentage of our single-family conventional guaranty book of business based on loan count. Management monitors the single-family serious delinquency rate as an indicator of potential future credit losses and loss mitigation activities. Serious delinquency rates are reflective of our performance in assessing and managing credit risk associated with single-family loans in our guaranty book of business. Typically, higher serious delinquency rates result in a higher allowance for loan losses.

For purposes of our disclosures regarding delinquency status, we report loans receiving COVID-19-related payment forbearance as delinquent according to the contractual terms of the loan. Pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), for purposes of reporting to the credit bureaus, servicers must report a borrower receiving a COVID-19-related payment accommodation during the covered period, such as a forbearance plan or loan modification, as current if the borrower was current prior to receiving the accommodation and the borrower makes all required payments in accordance with the accommodation.

Delinquency Status and Activity of Single-Family Conventional Loans

	As of		
	March 31, 2022	December 31, 2021	March 31, 2021
Delinquency status:			
30 to 59 days delinquent	0.72 %	0.86 %	0.71 %
60 to 89 days delinquent	0.19	0.20	0.26
Seriously delinquent ("SDQ"):	1.01	1.25	2.58
Percentage of SDQ loans that have been delinquent for more than 180 days	71	75	74
Percentage of SDQ loans that have been delinquent for more than two years	12	9	4
		For the Three Months Ended March 31,	
		2022	2021
Single-family SDQ loans (number of loans):			
Beginning balance		218,329	495,806
Additions		44,925	84,685
Removals:			
Modifications and other loan workouts		(57,370)	(80,967)
Liquidations and sales		(10,375)	(16,179)
Cured or less than 90 days delinquent		(16,638)	(35,316)
Total removals		(84,383)	(132,462)
Ending balance		178,871	448,029

Our single-family serious delinquency rate decreased as of March 31, 2022 compared with December 31, 2021 and March 31, 2021 driven by single-family loans exiting forbearance through a loan workout or by otherwise reinstating their loan. As of March 31, 2022, single-family loans in forbearance comprised 30% of our single-family seriously delinquent loans.

The table below displays the serious delinquency rates for, and the percentage of our seriously delinquent single-family conventional loans represented by, the specified loan categories. Percentage of book amounts represent the unpaid principal balance of loans for each category divided by the unpaid principal balance of our total single-family conventional guaranty book of business. The reported categories are not mutually exclusive.

Single-Family Conventional Seriously Delinquent Loan Concentration Analysis

	As of								
	March 31, 2022			December 31, 2021			March 31, 2021		
	Percentage of Book Outstanding	Percentage of Seriously Delinquent Loans ⁽¹⁾	Serious Delinquency Rate	Percentage of Book Outstanding	Percentage of Seriously Delinquent Loans ⁽¹⁾	Serious Delinquency Rate	Percentage of Book Outstanding	Percentage of Seriously Delinquent Loans ⁽¹⁾	Serious Delinquency Rate
States:									
California	19 %	10 %	0.79 %	19 %	11 %	1.01 %	19 %	12 %	2.31 %
Florida	6	8	1.21	6	8	1.59	6	9	3.60
Illinois	3	5	1.28	3	5	1.55	3	5	3.02
New Jersey	3	4	1.49	3	5	1.90	4	5	4.04
New York	5	8	1.87	5	7	2.24	5	7	4.34
All other states	64	65	0.95	64	64	1.16	63	62	2.34
Vintages:									
2004 and prior	1	10	3.12	1	10	3.48	2	9	5.66
2005-2008	2	15	5.14	2	14	5.87	2	15	9.65
2009-2022	97	75	0.81	97	76	1.01	96	76	2.13
Estimated mark-to-market LTV ratio:									
<= 60%	63	75	1.04	61	73	1.27	53	59	2.36
60.01% to 70%	18	15	1.09	19	16	1.37	18	18	3.27
70.01% to 80%	12	7	0.84	13	8	1.08	18	13	2.67
80.01% to 90%	5	2	0.72	5	2	0.88	8	8	3.23
90.01% to 100%	2	1	0.47	2	1	0.51	3	1	1.49
Greater than 100%	*	*	10.86	*	*	12.41	*	1	21.81
Credit enhanced:⁽²⁾									
Primary MI & other ⁽³⁾	20	29	1.77	20	29	2.14	21	27	4.06
Credit risk transfer ⁽⁴⁾	25	30	1.23	21	32	1.80	25	36	3.65
Non-credit enhanced	63	54	0.83	66	53	0.98	62	51	2.06

* Represents less than 0.5% of single-family conventional guaranty book of business.

⁽¹⁾ Calculated based on the number of single-family loans that were seriously delinquent for each category divided by the total number of single-family conventional loans that were seriously delinquent.

⁽²⁾ The credit-enhanced categories are not mutually exclusive. A loan with primary mortgage insurance that is also covered by a credit risk transfer transaction will be included in both the "Primary MI & other" category and the "Credit risk transfer" category. As a result, the "Credit enhanced" and "Non-credit enhanced" categories do not sum to 100%. The total percentage of our single-family conventional guaranty book of business with some form of credit enhancement as of March 31, 2022 was 37%.

⁽³⁾ Refers to loans included in an agreement used to reduce credit risk by requiring primary mortgage insurance, collateral, letters of credit, corporate guarantees, or other agreements to provide an entity with some assurance that it will be compensated to some degree in the event of a financial loss. Excludes loans covered by credit risk transfer transactions unless such loans are also covered by primary mortgage insurance.

⁽⁴⁾ Refers to loans included in reference pools for credit risk transfer transactions, including loans in these transactions that are also covered by primary mortgage insurance. For CAS and some lender risk-sharing transactions, this represents the outstanding unpaid principal balance of the underlying loans on the single-family mortgage credit book, not the outstanding reference pool, as of the specified date. Loans included in our credit risk transfer transactions have all been acquired since 2009.

Single-Family Loans in Forbearance

As a part of our relief programs, we have authorized our servicers to permit payment forbearance to borrowers experiencing a COVID-19-related financial hardship for up to 12 months without regard to the delinquency status of the loan, and for borrowers already in forbearance as of February 28, 2021, for a total of up to 18 months, provided that the forbearance does not result in the loan becoming greater than 18 months delinquent. We believe that the substantial majority of borrowers who will ultimately request COVID-19-related relief have already done so.

As of March 31, 2022, the unpaid principal balance of single-family loans in forbearance was \$16.6 billion compared with \$23.6 billion as of December 31, 2021. The percentage of loans in our single-family conventional guaranty book of business in forbearance has declined to 0.5% as of March 31, 2022 compared with 0.7% as of December 31, 2021. As of March 31, 2022, 67% of the single-family loans in forbearance were seriously delinquent compared with 66% as of December 31, 2021. We expect many of the loans in forbearance will resolve their delinquency through a payment deferral, loan modification, or other form of loan workout.

The table below displays the status as of March 31, 2022 of the single-family loans in our guaranty book of business that received a forbearance in 2020, 2021 or 2022. The vast majority of these forbearance arrangements were offered to borrowers who experienced a COVID-19-related financial hardship. Many of these borrowers have successfully resolved their forbearance arrangement, primarily through payment deferral or reinstatement. In addition, many of the loans that received a forbearance arrangement have subsequently liquidated, primarily as a result of refinancing, through the first quarter of 2022. By contrast, we expect that a higher percentage of loans that have yet to resolve their forbearance will receive a modification.

As of March 31, 2022, 92% of single-family loans that received a forbearance and subsequently received a payment deferral were current, and 89% of single-family loans that received a forbearance and subsequently received a completed modification were current. See "Loan Workout Metrics" for additional information about actions we have taken to help reinstate loans to current status.

Status of Single-Family Forbearance Loans

	As of March 31, 2022	
	Number of Loans	Percentage of Loans with Forbearance by Category
Loans that received a forbearance, by status: ⁽¹⁾		
Active forbearance	81,155	6 %
Payment deferral	388,034	27
Modification ⁽²⁾	82,929	6
Reinstated ⁽³⁾	283,537	20
Delinquent at time of exit or repayment plan ⁽⁴⁾	49,572	3
Total loans that received a forbearance in our single-family guaranty book of business	885,227	62
Loans that have received a forbearance, but paid off	548,920	38
Total loans that have received a forbearance⁽⁵⁾	1,434,147	100 %

⁽¹⁾ Loans are classified based on their status as of period end; therefore, loans may move from one category to another.

⁽²⁾ Includes 27,536 loans that are in trial modifications.

⁽³⁾ Represents loans that are no longer in forbearance but are current according to the original terms of the loan. Also includes loans that remained current throughout the forbearance arrangement and continue to perform.

⁽⁴⁾ Consists of 48,642 loans that were delinquent upon the expiration of the forbearance arrangement and 930 delinquent loans that exited forbearance through a repayment plan.

⁽⁵⁾ Includes 5,415 loans that were in forbearance as of January 1, 2020.

The table below displays the status as of December 31, 2021 for single-family loans in our guaranty book of business that received a forbearance in 2020 or 2021. As of December 31, 2021, 93% of loans that received a forbearance and subsequently received a payment deferral were current, and 86% of loans that received a forbearance and subsequently received a completed modification were current.

Status of Single-Family Forbearance Loans

	As of December 31, 2021	
	Number of Loans	Percentage of Loans with Forbearance by Category
Loans that received a forbearance, by status: ⁽¹⁾		
Active forbearance	117,440	8 %
Payment deferral	380,070	27
Modification ⁽²⁾	65,383	5
Reinstated ⁽³⁾	291,039	21
Delinquent at time of exit or repayment plan ⁽⁴⁾	63,069	4
Total loans that received a forbearance in our single-family guaranty book of business	917,001	65
Loans that have received a forbearance, but paid off	497,288	35
Total loans that have received a forbearance ⁽⁵⁾	1,414,289	100 %

⁽¹⁾ Loans are classified based on their status as of period end; therefore, loans may move from one category to another.

⁽²⁾ Includes 33,444 loans that are in trial modifications.

⁽³⁾ Represents loans that are no longer in forbearance but are current according to the original terms of the loan. Also includes loans that remained current throughout the forbearance arrangement and continue to perform.

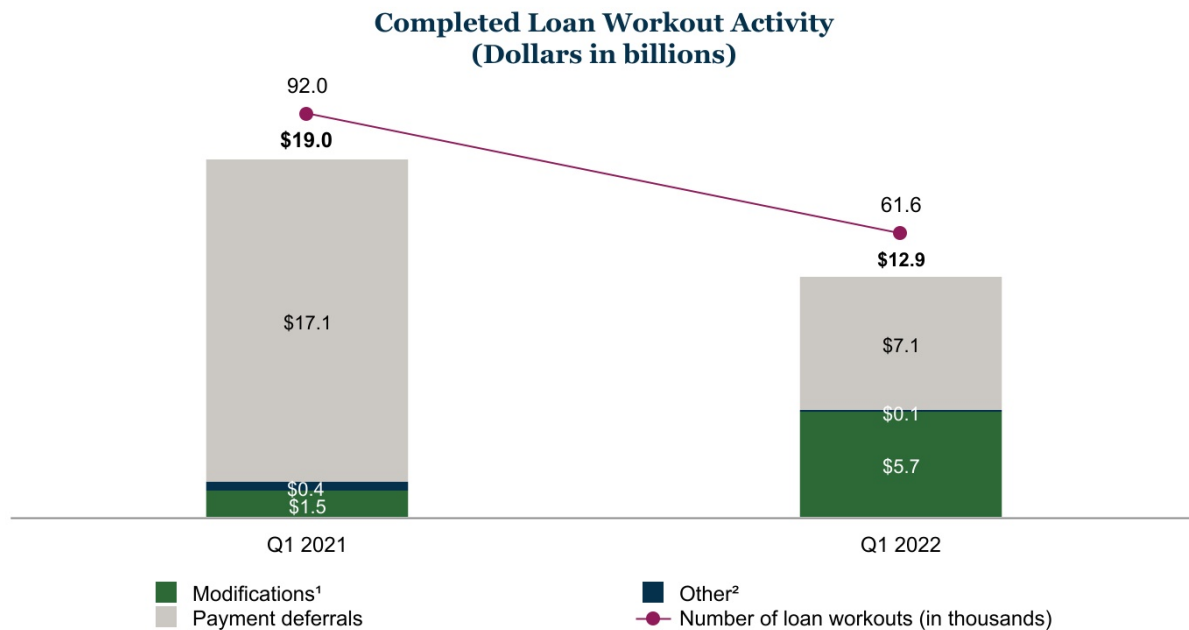
⁽⁴⁾ Consists of 60,638 loans that were delinquent upon the expiration of the forbearance arrangement and 2,431 delinquent loans that exited forbearance through a repayment plan.

⁽⁵⁾ Includes 5,415 loans that were in forbearance as of January 1, 2020.

Loan Workout Metrics

As a part of our credit risk management efforts, loan workouts represent actions we take to help reinstate loans to current status and help homeowners stay in their home or to otherwise avoid foreclosure. Our loan workouts reflect various types of home retention solutions, including repayment plans, payment deferrals, and loan modifications. Our loan workouts also include foreclosure alternatives, such as short sales and deeds-in-lieu of foreclosure.

The chart below displays the unpaid principal balance of our completed single-family loan workouts by type, as well as the number of loan workouts, for the first quarter of 2021 compared with the first quarter of 2022. This table does not include loans in an active forbearance arrangement, trial modifications, loans to certain borrowers who have received bankruptcy relief and repayment plans that have been initiated but not completed.



⁽¹⁾ There were approximately 35,600 loans and 16,700 loans in a trial modification period that was not yet complete as of March 31, 2022 and 2021, respectively.

⁽²⁾ Includes repayment plans and foreclosure alternatives. Repayment plans reflect only those plans associated with loans that were 60 days or more delinquent.

The overall decline in loan workout activity was driven by fewer outstanding COVID-19-related forbearances in the first quarter of 2022 compared with the first quarter of 2021. While payment deferral has been the primary loan workout solution for borrowers exiting forbearance to date, modifications have become an increasing proportion of our home retention solutions.

As we discussed in "Single-Family Loans in Forbearance", we believe that the substantial majority of borrowers who will ultimately request COVID-19-related relief have already done so. The total amount of principal and interest deferred to the end of the loan term for single-family loans that received a payment deferral was \$427 million for the first quarter of 2022, of which \$261 million was deferred interest. For the first quarter of 2021, the total amount of principal and interest deferred was \$783 million, of which \$457 million was deferred interest.

Single-Family REO Management

If a loan defaults, we may acquire the property through foreclosure or a deed-in-lieu of foreclosure. The table below displays our REO activity by region. Regional REO acquisition trends generally follow a pattern that is similar to, but lags, that of regional delinquency trends.

Single-Family REO Properties

	For the Three Months Ended March 31,	
	2022	2021
Single-family REO properties (number of properties):		
Beginning of period inventory of single-family REO properties ⁽¹⁾	7,166	7,973
Acquisitions by geographic area:⁽²⁾		
Midwest	392	250
Northeast	274	232
Southeast	263	292
Southwest	165	115
West	69	51
Total REO acquisitions ⁽¹⁾	1,163	940
Dispositions of REO	(899)	(1,995)
End of period inventory of single-family REO properties ⁽¹⁾	7,430	6,918
Carrying value of single-family REO properties (dollars in millions)	\$ 1,090	\$ 995
Single-family foreclosure rate ⁽³⁾	0.03 %	0.02 %
REO net sales price to unpaid principal balance ⁽⁴⁾	116 %	107 %
Short sales net sales price to unpaid principal balance ⁽⁵⁾	86 %	82 %

⁽¹⁾ Includes held-for-use properties, which are reported in our condensed consolidated balance sheets as a component of "Other assets."

⁽²⁾ See footnote 8 to the "Key Risk Characteristics of Single-Family Conventional Business Volume and Guaranty Book of Business" table for states included in each geographic region.

⁽³⁾ Estimated based on the annualized total number of properties acquired through foreclosure or deeds-in-lieu of foreclosure as a percentage of the total number of loans in our single-family conventional guaranty book of business as of the end of each period.

⁽⁴⁾ Calculated as the amount of sale proceeds received on disposition of REO properties during the respective periods, excluding those subject to repurchase requests made to our sellers or servicers, divided by the aggregate unpaid principal balance of the related loans at the time of foreclosure. Net sales price represents the contract sales price less selling costs for the property and other charges paid by the seller at closing.

⁽⁵⁾ Calculated as the amount of sale proceeds received on properties sold in short sale transactions during the respective periods divided by the aggregate unpaid principal balance of the related loans. Net sales price includes borrower relocation incentive payments and subordinate lien(s) negotiated payoffs.

In response to the pandemic and with instruction from FHFA, we prohibited our servicers from completing foreclosures on our single-family loans through July 31, 2021, except in the case of vacant or abandoned properties. In addition, our servicers were required to comply with a Consumer Financial Protection Bureau (the "CFPB") rule that prohibited certain new single-family foreclosures on mortgage loans secured by the borrower's principal residence until after December 31, 2021. As a result, our foreclosure volumes were slightly higher in the first quarter of 2022 compared with the first quarter of 2021. We expect foreclosure volumes to gradually increase throughout 2022.

In April 2022, FHFA announced a suspension of foreclosure activities for up to 60 days for borrowers who apply for assistance under Treasury's Homeowner Assistance Fund.

Other Single-Family Credit Information

Single-Family Credit Loss Metrics and Loan Sale Performance

The single-family credit loss metrics and loan sale performance measures below present information about losses or gains we realized on our single-family loans during the periods presented. The amount of these losses or gains in a given period is driven by foreclosures, pre-foreclosure sales, post-foreclosure REO activity, mortgage loan redesignations, and other events that trigger write-offs and recoveries. The single-family credit loss metrics we present are not defined terms and may not be calculated in the same manner as similarly titled measures reported by other companies. Management uses these measures to evaluate the effectiveness of our single-family credit risk management strategies in conjunction with leading indicators such as serious delinquency and forbearance rates, which

are potential indicators of future realized single-family credit losses. We believe these measures provide useful information about our single-family credit performance and the factors that impact it.

The table below displays the components of our single-family credit loss metrics and loan sale performance.

Single-Family Credit Loss Metrics and Loan Sale Performance

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Write-offs	\$ (16)	\$ (19)
Recoveries	36	5
Foreclosed property income	34	17
Credit gains	54	3
Write-offs on the redesignation of mortgage loans from HFI to HFS ⁽¹⁾	(13)	(54)
Net credit gains and write-offs on the redesignations	41	(51)
Gains (losses) on sales and other valuation adjustments ⁽²⁾	(67)	31
Net credit gains, write-offs on the redesignations and gains (losses) on sales and other valuation adjustments	<u>\$ (26)</u>	<u>\$ (20)</u>
Credit gain ratio (in bps) ⁽³⁾	0.6	*
Net credit gains, write-offs on the redesignations and gains (losses) on sales and other valuation adjustments ratio (in bps) ⁽³⁾	(0.3)	(0.2)

* Represents credit gain ratio of less than 0.05 basis points.

⁽¹⁾ Consists of the lower of cost or fair value adjustment at time of redesignation.

⁽²⁾ Consists of gains or losses realized on the sales of nonperforming and reperforming mortgage loans during the period and temporary lower-of-cost-or-market adjustments on HFS loans, which are recognized in "Investment gains (losses), net" in our condensed consolidated statements of operations and comprehensive income.

⁽³⁾ Calculated based on the annualized amount of "Credit gains" and "Net credit gains, write-offs on redesignations and gains (losses) on sales and other valuation adjustments" divided by the average single-family conventional guaranty book of business during the period.

We had higher single-family credit gains in the first quarter of 2022 compared with the first quarter of 2021, primarily due to higher foreclosed property income as well as higher loss recoveries.

Our single-family write-offs on redesignations decreased in the first quarter of 2022 compared with the first quarter of 2021 primarily due to a decrease in the volume of nonperforming and reperforming loans redesignated from HFI to HFS in the first quarter of 2022.

We had losses on other valuation adjustments in the first quarter of 2022 primarily due to losses on lower-of-cost-or-market adjustments driven by price declines on our HFS loans as rates rose. By contrast, we had gains on sales and other valuation adjustments in the first quarter of 2021 due to gains on lower-of-cost-or-market adjustments driven by price increases on our HFS loans as a result of the market recovery following the onset of the COVID-19 pandemic in 2020.

We expect a gradual increase in our single-family write-offs in 2022 as a result of an increase in foreclosure activity, due in part to the expiration of the CFPB rule that prohibited certain new single-family foreclosures on mortgage loans secured by the borrower's principal residence until after December 31, 2021. See "Risk Factors" in our 2021 Form 10-K for additional information on the potential credit risk impact of the COVID-19 pandemic.

For information on our credit-related income or expense, which includes changes in our allowance, see "Consolidated Results of Operations—Credit-Related Income (Expense)" and "Single-Family Business Financial Results."

Multifamily Business

This section supplements and updates information regarding our Multifamily business segment in our 2021 Form 10-K. See “MD&A—Multifamily Business” in our 2021 Form 10-K for additional information regarding the primary business activities, lenders, competition and market share of our Multifamily business.

Multifamily Mortgage Market

Multifamily market fundamentals, which include factors such as vacancy rates and rents, remained positive during the first quarter of 2022, due to pent up demand for multifamily housing stemming from a rebounding economy, including increasing job growth, higher wages and an elevated level of household savings.

- **Vacancy rates.** Based on preliminary third-party data, we estimate that the national multifamily vacancy rate for institutional investment-type apartment properties was 4.8% as of March 31, 2022, compared with 5.0% as of December 31, 2021, and 6.0% as of March 31, 2021. The national multifamily vacancy rate remains below its average rate of about 6% over the last 10 years.
- **Rents.** Based on preliminary third-party data, we estimate that effective rents increased by 2.0% during the first quarter of 2022 compared with an increase of 3.0% during the fourth quarter of 2021 and an increase of 0.5% during the first quarter of 2021. We expect annualized rent growth for 2022 will be between 4.0% and 5.0%.

Vacancy rates and rents are important to loan performance because multifamily loans are generally repaid from the cash flows generated by the underlying property. Several years of improvement in these fundamentals helped to increase property values in most metropolitan areas. Based on preliminary multifamily property sales data, transaction volumes for early 2022 remained elevated with capitalization rates holding steady; however, annual sales volume is not expected to reach the level achieved in 2021. Nevertheless, we believe commercial real estate investors will remain interested in the multifamily sector this year, despite rising interest rates, due to continued strong fundamentals.

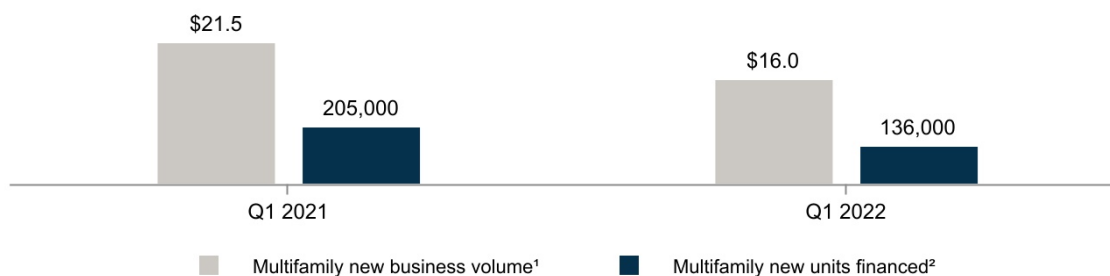
We estimate more than 386,000 multifamily units were delivered in 2021. Multifamily construction underway remains elevated. We estimate that approximately 450,000 multifamily units will be delivered in 2022.

We expect the multifamily sector to continue benefiting from current economic conditions and continued job growth, with rent growth moderating but remaining above normalized levels over the remainder of the year.

Multifamily Business Metrics

Through the secondary mortgage market, we support rental housing for the workforce population, for senior citizens and students, and for families with the greatest economic need. Almost 95% of the multifamily units we financed that were potentially eligible for housing goals credit in the first quarter of 2022 were affordable to families earning at or below 120% of the median income in their area, providing support for both workforce housing and affordable housing.

Multifamily New Business Volume (Dollars in billions)



⁽¹⁾ Reflects unpaid principal balance of multifamily Fannie Mae MBS issued, multifamily loans purchased, and credit enhancements provided on multifamily mortgage assets during the period.

⁽²⁾ Reflects new units financed by first liens; excludes second liens on units for which we had financed the first lien, as well as manufactured housing rentals. Units financed reported for prior periods have been updated in this report to exclude previously included second liens and manufactured housing rentals. Second liens and manufactured housing rentals are included in unpaid principal balance financed.

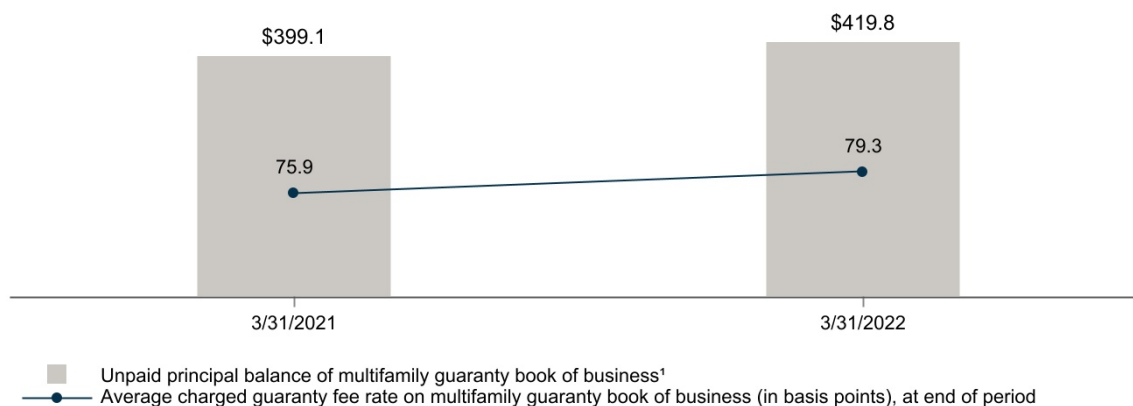
In October 2021, FHFA announced that the multifamily loan purchase cap for 2022 will be \$78 billion. A minimum of 50% of loan purchases must be mission-driven, focused on specified affordable and underserved market segments. In addition, 25% of loan purchases must be affordable to residents earning 60% or less of area median income, up from the 20% requirement in 2021.

For information on how conservatorship may affect our business activities, see “Risk Factors—GSE and Conservatorship Risk” in our 2021 Form 10-K.

Presentation of Our Multifamily Guaranty Book of Business

For purposes of the information reported in this “Multifamily Business” section, we measure our multifamily guaranty book of business using the unpaid principal balance of mortgage loans underlying Fannie Mae MBS. By contrast, the multifamily guaranty book of business presented in the “Composition of Fannie Mae Guaranty Book of Business” table in the “Guaranty Book of Business” section is based on the unpaid principal balance of Fannie Mae MBS outstanding. These amounts differ primarily as a result of payments we receive on underlying loans that have not yet been remitted to the MBS holders.

Multifamily Guaranty Book of Business (Dollars in billions)



⁽¹⁾ Our multifamily guaranty book of business primarily consists of multifamily mortgage loans underlying Fannie Mae MBS outstanding, multifamily mortgage loans of Fannie Mae held in our retained mortgage portfolio, and other credit enhancements that we provide on multifamily mortgage assets. It does not include non-Fannie Mae multifamily mortgage-related securities held in our retained mortgage portfolio for which we do not provide a guaranty.

Average charged guaranty fee represents our effective revenue rate relative to the size of our multifamily guaranty book of business. Management uses this metric to assess the return we earn as compensation for the multifamily credit risk we manage. Average charged guaranty fee increased in the first quarter of 2022 compared with the first quarter of 2021 due to increased pricing on new multifamily business. Our multifamily guaranty fee pricing is primarily based on the individual credit risk characteristics of the loans we acquire and the aggregate credit risk characteristics of our multifamily guaranty book of business. Our multifamily guaranty fee pricing is also influenced by market forces such as the availability of other sources of liquidity, our mission-related goals, the FHFA volume cap, interest rates, MBS spreads, and the management of the overall composition of our multifamily guaranty book of business. Interest rates have increased significantly since the beginning of the year and may increase further, which combined with increased market competition, could result in lower guaranty fees for new acquisitions in future periods to offset the borrowers' higher borrowing costs.

Multifamily Business Financial Results⁽¹⁾

	For the Three Months Ended March 31,		
	2022	2021	Variance
	(Dollars in millions)		
Net interest income	\$ 1,144	\$ 848	\$ 296
Fee and other income	22	25	(3)
Net revenues	1,166	873	293
Fair value gains (losses), net	(47)	44	(91)
Administrative expenses	(125)	(125)	—
Credit-related income ⁽²⁾	35	91	(56)
Credit enhancement expense ⁽³⁾	(68)	(58)	(10)
Change in expected credit enhancement recoveries ⁽⁴⁾	(9)	(15)	6
Other expenses, net ⁽⁵⁾	(74)	(51)	(23)
Income before federal income taxes	878	759	119
Provision for federal income taxes	(179)	(160)	(19)
Net income	\$ 699	\$ 599	\$ 100

⁽¹⁾ See “Note 9, Segment Reporting” for information about our segment allocation methodology.

⁽²⁾ Consists of the benefit or provision for credit losses and foreclosed property income or expense.

⁽³⁾ Primarily consists of costs associated with our Multifamily CIRT™ (“MCIRT™”) and Multifamily Connecticut Avenue Securities™ (“MCAS™”) programs as well as amortization expense for certain lender risk-sharing programs.

⁽⁴⁾ Consists of change in benefits recognized from our freestanding credit enhancements that primarily relate to our Delegated Underwriting and Servicing (“DUS®”) lender risk-sharing.

⁽⁵⁾ Consists of investment gains or losses, gains or losses from partnership investments, debt extinguishment gains or losses, and other income or expenses.

Net Interest Income

Multifamily net interest income increased in the first quarter of 2022 compared with the first quarter of 2021 primarily due to higher guaranty fee income as a result of an increase in the size of our multifamily guaranty book of business combined with an increase in average charged guaranty fees and higher yield maintenance revenue related to the prepayment of multifamily loans.

Credit-Related Income

Credit-related income for the first quarter of 2022 was the result of a reduction in our credit loss reserves primarily due to strong multifamily market fundamentals.

Credit-related income for the first quarter of 2021 was primarily driven by a benefit from actual and projected economic data and lower expected losses resulting from the COVID-19 pandemic.

See “Consolidated Results of Operations—Credit-Related Income (Expense)” for more information on our multifamily benefit or provision for credit losses.

Multifamily Mortgage Credit Risk Management

This section supplements and updates our discussion of multifamily mortgage credit risk management in our 2021 Form 10-K in “MD&A—Multifamily Business—Multifamily Mortgage Credit Risk Management.” For an overview of key elements of our mortgage credit risk management, see “Business—Managing Mortgage Credit Risk” in our 2021 Form 10-K.

Multifamily Acquisition Policy and Underwriting Standards

Our Multifamily business is responsible for pricing and managing the credit risk on our multifamily guaranty book of business, with oversight from our Enterprise Risk Management division. Multifamily loans that we purchase or that back Fannie Mae MBS are underwritten by a Fannie Mae-approved lender and may be subject to our underwriting review prior to closing, depending on the product type, loan size, market and/or other factors. Our underwriting standards generally include, among other things, property cash flow analysis and third-party appraisals.

Additionally, our standards for multifamily loans specify maximum original LTV ratio and minimum original debt service coverage ratio (“DSCR”) values that vary based on loan characteristics. Our experience has been that original LTV ratio

and DSCR values have been reliable indicators of future credit performance. At underwriting, we evaluate the DSCR based on both actual and underwritten debt service payments. The original DSCR is calculated using the underwritten debt service payments for the loan, which assumes both principal and interest payments, including stressed assumptions in certain cases, rather than the actual debt service payments. Depending on the loan's interest rate and structure, using the underwritten debt service payments will often result in a more conservative estimate of the debt service payments (for example, loans with an interest-only period). This approach is used for all loans, including those with full and partial interest-only terms.

The following table displays certain key risk characteristics of our multifamily guaranty book of business that we use to evaluate the risk profile and credit quality of our multifamily loans.

Key Risk Characteristics of Multifamily Guaranty Book of Business

	As of		
	March 31, 2022	December 31, 2021	March 31, 2021
Weighted-average original LTV ratio	65 %	65 %	66 %
Original LTV ratio greater than 80%	1	1	1
Original DSCR less than or equal to 1.10	12	11	10
Full term interest-only loans	34	33	31
Partial term interest-only loans ⁽¹⁾	51	51	52

⁽¹⁾ Consists of mortgage loans that were underwritten with an interest-only term, regardless of whether the loan is currently in its interest-only period.

We provide additional information on the credit characteristics of our multifamily loans in quarterly financial supplements, which we furnish to the SEC with current reports on Form 8-K. Information in our quarterly financial supplements is not incorporated by reference into this report.

Transfer of Multifamily Mortgage Credit Risk

We primarily transfer risk through our Delegated Underwriting and Servicing ("DUS[®]") program, which delegates to DUS lenders the ability to underwrite and service multifamily loans, in accordance with our standards and requirements. See "MD&A—Multifamily Business—Multifamily Mortgage Credit Risk Management—Transfer of Multifamily Mortgage Credit Risk" in our 2021 Form 10-K for a description of our DUS program.

Our DUS model typically results in our lenders sharing approximately one-third of the credit risk on our multifamily loans, either on a pro-rata or tiered basis. Loans serviced by DUS lenders and their affiliates represented substantially all of our multifamily guaranty book of business as of March 31, 2022 and December 31, 2021. In certain situations, to effectively manage our counterparty risk, we do not allow the lender to fully share in one-third of the credit risk, but have them share in a smaller portion.

While not a large portion of our multifamily guaranty book of business, our non-DUS lenders typically also have lender risk-sharing, where the lenders typically share or absorb losses based on a negotiated percentage of the loan or the pool balance.

To complement our front-end lender-risk sharing program, we engage in back-end credit risk transfer transactions through our Multifamily CIRT[™] ("MCIRT[™]") and Multifamily Connecticut Avenue Securities[™] ("MCAS[™]") transactions. Through these transactions, we transfer a portion of the credit risk associated with a reference pool of multifamily mortgage loans to insurers, reinsurers, or investors.

We transfer multifamily credit risk through lender risk-sharing at the time of acquisition, but our multifamily back-end credit risk transfer activity occurs later, typically up to a year or more after acquisition. We did not enter into any new back-end credit risk transfer transactions in the first quarter of 2022. The factors that we expect will affect the extent to which we engage in multifamily credit risk transfer transactions in the future and the structure of those transactions include our risk appetite, future market conditions, the cost of the transactions, FHFA guidance or requirements (including FHFA's scorecard), the capital relief provided by the transactions, and our overall business and capital plans.

The table below displays the total unpaid principal balance of multifamily loans and the percentage of our multifamily guaranty book of business, based on unpaid principal balance, that is covered by a back-end credit risk transfer transaction. The table does not reflect front-end lender risk-sharing arrangements, as only a small portion of our multifamily guaranty book of business is not covered by these arrangements.

Multifamily Loans in Back-End Credit Risk Transfer Transactions

	As of			
	March 31, 2022		December 31, 2021	
	Unpaid Principal Balance	Percentage of Multifamily Guaranty Book of Business	Unpaid Principal Balance	Percentage of Multifamily Guaranty Book of Business
	(Dollars in millions)			
MCIRT	\$ 82,379	20 %	\$ 84,894	20 %
MCAS	26,569	6	27,088	7
Total	\$ 108,948	26 %	\$ 111,982	27 %

Multifamily Portfolio Diversification and Monitoring

As part of our ongoing credit risk management process, we and our lenders monitor the performance and risk characteristics of our multifamily loans and the underlying properties on an ongoing basis throughout the loan term at the asset and portfolio level. We closely monitor loans with an estimated current DSCR below 1.0, as that is an indicator of heightened default risk. The percentage of loans in our multifamily guaranty book of business, calculated based on unpaid principal balance, with a current DSCR less than 1.0 was approximately 2% as of March 31, 2022 and December 31, 2021.

We also manage our exposure to refinancing risk for multifamily loans maturing in the next several years. Interest rates have increased significantly since the beginning of the year and may increase further. Rising interest rates may reduce the ability of multifamily borrowers to refinance their loans, which often have balloon balances at maturity. We provide additional information on the maturity schedule of our multifamily loans in quarterly financial supplements, which we furnish to the SEC with current reports on Form 8-K and make available on our website. Information in our quarterly financial supplements is not incorporated by reference into this report.

For additional information on credit risk characteristics of our multifamily loans and other factors that we monitor to assess the performance of our Multifamily business, see “MD&A—Multifamily Business—Multifamily Mortgage Credit Risk Management—Multifamily Portfolio Diversification and Monitoring” in our 2021 Form 10-K. See “Note 3, Mortgage Loans” for the internal risk categories we use to determine our loan credit quality.

Multifamily Problem Loan Management and Foreclosure Prevention

In addition to the credit performance information on our multifamily loans provided below, we provide information about multifamily loans in a COVID-19-related forbearance that back MBS and whole loan REMICs in a “Multifamily MBS COVID-19 Forbearance List” in the “Data Collections” section of our DUS Disclose[®] tool, available at www.fanniemae.com/dusdisclose. Information on our website is not incorporated into this report.

Delinquency Statistics on our Multifamily Problem Loans

The percentage of our multifamily loans classified as substandard in our guaranty book of business increased as of March 31, 2022 compared with December 31, 2021, due to the continued impact of COVID-19. Substandard loans are loans that have a well-defined weakness that could impact their timely full repayment. While the majority of the substandard loans in our multifamily guaranty book of business are currently making timely payments or are in forbearance, we continue to monitor the performance of our substandard loan population. For more information on our credit quality indicators, including our population of substandard loans, see “Note 3, Mortgage Loans.”

Our multifamily serious delinquency rate decreased to 0.38% as of March 31, 2022 compared with 0.42% as of December 31, 2021 and 0.66% as of March 31, 2021, primarily as a result of loans that received forbearance resolving their delinquency through completion of their repayment plans or otherwise reinstating. Our multifamily serious delinquency rate consists of multifamily loans that were 60 days or more past due based on unpaid principal balance, expressed as a percentage of our multifamily guaranty book of business. The percentage of loans in our multifamily guaranty book of business that were 180 days or more delinquent was 0.21% as of March 31, 2022, compared with 0.23% as of December 31, 2021.

Management monitors the multifamily serious delinquency rate as an indicator of potential future credit losses and loss mitigation activities. Serious delinquency rates are reflective of our performance in assessing and managing credit risk associated with multifamily loans in our guaranty book of business. Typically, higher serious delinquency rates result in a higher allowance for loan losses.

Our multifamily serious delinquency rate, excluding loans that received a forbearance, was 0.03% as of March 31, 2022, compared with 0.04% as of December 31, 2021. We monitor the multifamily serious delinquency rate excluding loans that received a forbearance to better understand the impact that forbearance activity has had on the rate and to monitor loans that are seriously delinquent not as a result of COVID-19 or natural disasters.

Multifamily Loan Forbearance

As of March 31, 2022, nearly all of our multifamily loans that have received forbearance were associated with a COVID-19-related financial hardship, but only a small portion of these loans remained in forbearance. As of March 31, 2022, there were 18 multifamily loans with an unpaid principal balance of \$246 million in active forbearance, compared with 22 loans with an unpaid principal balance of \$363 million as of December 31, 2021.

For additional information on our response to the COVID-19 pandemic, see “MD&A—Multifamily Business—Multifamily Mortgage Credit Risk Management—Multifamily Problem Loan Management and Foreclosure Prevention” in our 2021 Form 10-K. We also provide additional information on multifamily forbearances in our quarterly financial supplements, which we furnish to the SEC with current reports on Form 8-K and make available on our website. Information in our quarterly financial supplements is not incorporated by reference into this report.

Multifamily REO Management

The number of multifamily foreclosed properties held for sale was 32 properties with a carrying value of \$368 million as of March 31, 2022, compared with 31 properties with a carrying value of \$302 million as of December 31, 2021. We expect additional foreclosures on loans that received a COVID-19 forbearance that are unable to successfully cure their delinquency through a repayment plan or other modification.

Other Multifamily Credit Information

Multifamily Credit Loss Performance Metrics

The amount of multifamily credit loss or income we realize in a given period is driven by foreclosures, pre-foreclosure sales, REO activity and write-offs, net of recoveries. Our multifamily credit loss performance metrics are not defined terms and may not be calculated in the same manner as similarly titled measures reported by other companies. We believe our multifamily credit losses, and our multifamily credit losses net of freestanding loss-sharing benefit, may be useful to stakeholders because they display our credit losses in the context of our multifamily guaranty book of business, including the benefit we receive from loss-sharing arrangements. Management views multifamily credit losses, net of freestanding loss-sharing benefit, as a key metric related to our multifamily business model and our strategy to share multifamily credit risk.

The table below displays the components of our multifamily credit loss performance metrics, as well as our multifamily initial write-off severity rate and write-off loan count.

Multifamily Credit Loss Performance Metrics

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Write-offs ⁽¹⁾	\$ —	\$ (34)
Recoveries	7	1
Foreclosed property income (expense)	5	(12)
Credit gains (losses)	12	(45)
Freestanding loss-sharing benefit (reduction in benefit) ⁽²⁾	(7)	15
Credit gains (losses), net of freestanding loss-sharing benefit	\$ 5	\$ (30)
Credit gain (loss) ratio (in bps) ⁽³⁾	1.2	(4.6)
Credit gain (loss) ratio, net of freestanding loss-sharing benefit (in bps) ⁽²⁾⁽³⁾	0.5	(3.1)
Multifamily initial write-off severity rate ⁽⁴⁾	5.5 %	13.8 %
Multifamily write-off loan count	4	9

⁽¹⁾ Write-offs associated with non-REO sales are net of loss sharing.

⁽²⁾ Represents expected benefits that we receive from write-offs as a result of certain freestanding credit enhancements, primarily multifamily DUS lender risk-sharing transactions. These benefits are recorded in "Change in expected credit enhancement recoveries" in our condensed consolidated statements of operations and comprehensive income.

⁽³⁾ Calculated based on the annualized amount of "Credit gains (losses)" and "Credit gains (losses), net of freestanding loss-sharing benefit," divided by the average multifamily guaranty book of business during the period.

⁽⁴⁾ Rate is calculated as the initial write-off amount divided by the average defaulted unpaid principal balance. The rate excludes write-offs not associated with foreclosures or other liquidation events (such as a deed-in-lieu of foreclosure or a short-sale) and any costs, gains or losses associated with REO after initial acquisition through final disposition. Write-offs are net of lender loss-sharing agreements.

Consolidated Credit Ratios and Select Credit Information

The table below displays select credit ratios on our single-family conventional guaranty book of business and our multifamily guaranty book of business, as well as the inputs used in calculating these ratios.

Consolidated Credit Ratios and Select Credit Information

	As of					
	March 31, 2022			December 31, 2021		
	Single-family	Multifamily	Total	Single-family	Multifamily	Total
	(Dollars in millions)					
Credit loss reserves as a percentage of:						
Guaranty book of business	0.15 %	0.16 %	0.15 %	0.15 %	0.17 %	0.15 %
Nonaccrual loans at amortized cost	34.25	52.70	35.62	25.63	54.49	27.35
Nonaccrual loans as a percentage of:						
Guaranty book of business	0.44 %	0.30 %	0.42 %	0.57 %	0.30 %	0.54 %
Select financial information used in calculating credit ratios:						
Credit loss reserves ⁽¹⁾	\$ (5,368)	\$ (663)	\$ (6,031)	\$ (5,088)	\$ (686)	\$ (5,774)
Guaranty book of business ⁽²⁾	3,567,383	419,791	3,987,174	3,483,054	413,090	3,896,144
Nonaccrual loans at amortized cost	15,675	1,258	16,933	19,851	1,259	21,110
Components of credit loss reserves:						
Allowance for loan losses	\$ (5,241)	\$ (658)	\$ (5,899)	\$ (4,950)	\$ (679)	\$ (5,629)
Allowance for accrued interest receivable	(127)	(1)	(128)	(138)	(2)	(140)
Reserve for guaranty losses ⁽³⁾	—	(4)	(4)	—	(5)	(5)
Total credit loss reserves⁽¹⁾	\$ (5,368)	\$ (663)	\$ (6,031)	\$ (5,088)	\$ (686)	\$ (5,774)

⁽¹⁾ Our multifamily credit loss reserves exclude the expected benefit of freestanding credit enhancements on multifamily loans of \$226 million as of March 31, 2022 and \$235 million as of December 31, 2021, which are recorded in "Other assets" in our condensed consolidated balance sheets.

⁽²⁾ Represents conventional guaranty book of business for single-family.

⁽³⁾ Reserve for guaranty losses is recorded in "Other liabilities" in our condensed consolidated balance sheets.

Our credit loss reserves increased as of March 31, 2022 compared with December 31, 2021 primarily as a result of a provision for credit losses, which we describe in "Consolidated Results of Operations—Credit-Related Income (Expense)."

Our nonaccrual loans decreased as of March 31, 2022 compared with December 31, 2021 primarily as a result of loan modifications, which bring a loan current, and loans which were able to otherwise return to accrual status.

Consolidated Write-off Ratio and Select Credit Information

	For the Three Months Ended March 31,					
	2022			2021		
	Single-family	Multifamily	Total	Single-family	Multifamily	Total
	(Dollars in millions)					
Select credit ratio:						
Write-offs, net of recoveries annualized, as a percentage of the average guaranty book of business (in bps)	(0.1)	(0.7)	(0.1)	0.8	3.4	1.1
Select financial information used in calculating credit ratio:						
Write-offs, net of recoveries	\$ (7)	\$ (7)	\$ (14)	\$ 68	\$ 33	\$ 101
Average guaranty book of business ⁽¹⁾	3,525,219	416,441	3,941,660	3,236,473	391,820	3,628,293

⁽¹⁾ Average guaranty book of business is based on quarter-end balances.

Liquidity and Capital Management

Liquidity Management

This section supplements and updates information regarding liquidity management in our 2021 Form 10-K. See “MD&A—Liquidity and Capital Management—Liquidity Management” in our 2021 Form 10-K for additional information, including discussions of our primary sources and uses of funds, our liquidity and funding risk management practices and contingency planning, factors that influence our debt funding activity, factors that may impact our access to or the cost of our debt funding and factors that could adversely affect our liquidity and funding. Also see “Risk Factors—Liquidity and Funding Risk” in our 2021 Form 10-K for a discussion of liquidity and funding risks.

Debt Funding

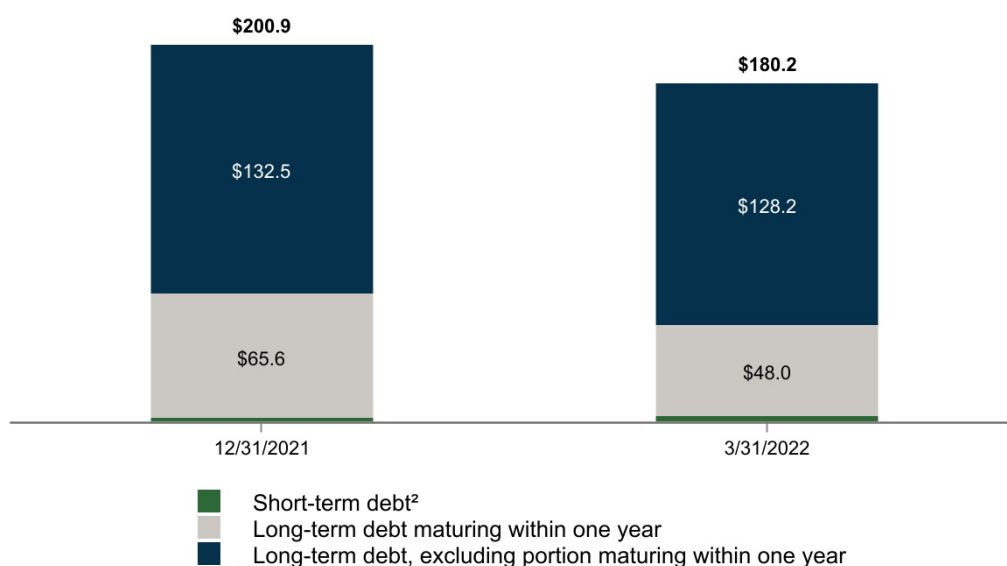
We are currently subject to a \$300 billion debt limit under our senior preferred stock purchase agreement with Treasury, which will decrease to \$270 billion as of December 31, 2022. The unpaid principal balance of our aggregate indebtedness was \$183.4 billion as of March 31, 2022. Pursuant to the terms of the senior preferred stock purchase agreement, we are prohibited from issuing debt without the prior consent of Treasury if it would result in our aggregate indebtedness exceeding our outstanding debt limit. The calculation of our indebtedness for purposes of complying with our debt limit reflects the unpaid principal balance and excludes debt basis adjustments and debt of consolidated trusts.

Outstanding Debt

Total outstanding debt of Fannie Mae includes short-term and long-term debt and excludes debt of consolidated trusts. Short-term debt of Fannie Mae consists of borrowings with an original contractual maturity of one year or less and, therefore, does not include the current portion of long-term debt. Long-term debt of Fannie Mae consists of borrowings with an original contractual maturity of greater than one year.

The following chart and table display information on our outstanding short-term and long-term debt based on original contractual maturity. Our long-term debt continued to decrease in the first quarter of 2022 as our funding needs remained low and were primarily satisfied through cash and other liquid assets that accumulated in prior periods, as well as our earnings.

Debt of Fannie Mae⁽¹⁾ (Dollars in billions)



⁽¹⁾ Outstanding debt balance consists of the unpaid principal balance, premiums and discounts, fair value adjustments, hedge-related basis adjustments and other cost basis adjustments. Reported amounts include net discount unamortized cost basis adjustments and fair value adjustments of \$3.2 billion and \$1.6 billion as of March 31, 2022 and December 31, 2021, respectively.

⁽²⁾ Short-term debt was \$4.0 billion and \$2.8 billion as of March 31, 2022 and December 31, 2021, respectively.

Selected Debt Information

	As of	
	March 31, 2022	December 31, 2021
	(Dollars in billions)	
Selected Weighted-Average Interest Rates⁽¹⁾		
Interest rate on short-term debt	0.15 %	0.03 %
Interest rate on long-term debt, including portion maturing within one year	1.68 %	1.55 %
Interest rate on callable long-term debt	1.45 %	1.44 %
Selected Maturity Data		
Weighted-average maturity of debt maturing within one year (in days)	62	109
Weighted-average maturity of debt maturing in more than one year (in months)	55	57
Other Data		
Outstanding callable long-term debt	\$ 46.2	\$ 47.0
Connecticut Avenue Securities debt ⁽²⁾	10.4	11.2

⁽¹⁾ Excludes the effects of fair value adjustments and hedge-related basis adjustments.

⁽²⁾ Represents CAS debt issued prior to November 2018. See "MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Credit Enhancement and Transfer of Mortgage Credit Risk—Credit Risk Transfer Transactions" in our 2021 Form 10-K for information regarding our Connecticut Avenue Securities.

We intend to repay our short-term and long-term debt obligations as they become due primarily through cash from business operations and proceeds from the issuance of additional debt securities.

For information on the maturity profile of our outstanding long-term debt, see “Note 7, Short-Term and Long-Term Debt.”

Debt Funding Activity

The table below displays activity in debt of Fannie Mae. This activity excludes the debt of consolidated trusts and intraday borrowing. The reported amounts of debt issued and paid off during each period represent the face amount of the debt at issuance and redemption.

Although we had a substantial increase in short-term debt issued during the first quarter of 2022 compared with the first quarter of 2021, most of the short-term debt issued was paid off during the quarter and we ended the quarter with \$4.0 billion in outstanding short-term debt. As our funding needs remained low, we did not issue new long-term debt in the first quarter of 2022. The increase in long-term debt paid off during the first quarter of 2022 compared with the first quarter of 2021 was primarily due to an increase in the amount of maturities for shorter duration long-term debt in the first quarter of 2022.

Activity in Debt of Fannie Mae

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Issued during the period:		
Short-term:		
Amount	\$ 48,477	\$ 5,142
Weighted-average interest rate ⁽¹⁾	0.06 %	*
Long-term: ⁽²⁾		
Amount	\$ —	\$ 2,815
Weighted-average interest rate	— %	0.59 %
Total issued:		
Amount	\$ 48,477	\$ 7,957
Weighted-average interest rate	0.06 %	0.21 %
Paid off during the period:⁽³⁾		
Short-term:		
Amount	\$ 47,227	\$ 14,459
Weighted-average interest rate ⁽¹⁾	0.05 %	0.10 %
Long-term: ⁽²⁾		
Amount	\$ 20,353	\$ 8,450
Weighted-average interest rate	1.01 %	1.04 %
Total paid off:		
Amount	\$ 67,580	\$ 22,909
Weighted-average interest rate	0.34 %	0.45 %

* Represents a weighted-average interest rate of less than 0.005%.

⁽¹⁾ Includes interest generated from negative interest rates on certain repurchase agreements, which offset our short-term funding costs.

⁽²⁾ Includes credit risk-sharing securities issued as CAS debt prior to November 2018. For information on our credit risk transfer transactions, see “MD&A—Single-Family Business—Single-Family Mortgage Credit Risk Management—Single-Family Credit Enhancement and Transfer of Mortgage Credit Risk—Credit Risk Transfer Transactions” in our 2021 Form 10-K.

⁽³⁾ Consists of all payments on debt, including regularly scheduled principal payments, payments at maturity, payments resulting from calls and payments for any other repurchases. Repurchases of debt and early retirements of zero-coupon debt are reported at original face value, which does not equal the amount of actual cash payment.

Off-Balance Sheet Arrangements

We enter into certain business arrangements to facilitate our statutory purpose of providing liquidity to the secondary mortgage market and to reduce our exposure to interest rate fluctuations. Some of these arrangements are not recorded in our condensed consolidated balance sheets or may be recorded in amounts different from the full contract or notional amount of the transaction, depending on the nature or structure of, and the accounting required to be applied to, the arrangement. These arrangements are commonly referred to as “off-balance sheet arrangements” and expose us to potential losses in excess of the amounts recorded in our condensed consolidated balance sheets.

Our off-balance sheet arrangements result primarily from the following:

- our guaranty of mortgage loan securitization and resecuritization transactions over which we have no control, which are reflected in our unconsolidated Fannie Mae MBS net of any beneficial ownership interest we retain, and other financial guarantees that we do not control;
- liquidity support transactions; and
- partnership interests.

The total amount of our off-balance sheet exposure related to unconsolidated Fannie Mae MBS net of any beneficial interest that we retain, and other financial guarantees was \$250.0 billion as of March 31, 2022 and \$226.4 billion as of December 31, 2021. The majority of the other financial guarantees consists of Freddie Mac securities backing Fannie Mae structured securities. See “Guaranty Book of Business” and “Note 6, Financial Guarantees” for more information regarding our maximum exposure to loss on unconsolidated Fannie Mae MBS and Freddie Mac securities.

Our total outstanding liquidity commitments to advance funds for securities backed by multifamily housing revenue bonds totaled \$5.4 billion as of March 31, 2022 and December 31, 2021. These commitments require us to advance funds to third parties that enable them to repurchase tendered bonds or securities that are unable to be remarketed. We hold cash and cash equivalents in our other investments portfolio in excess of these commitments to advance funds.

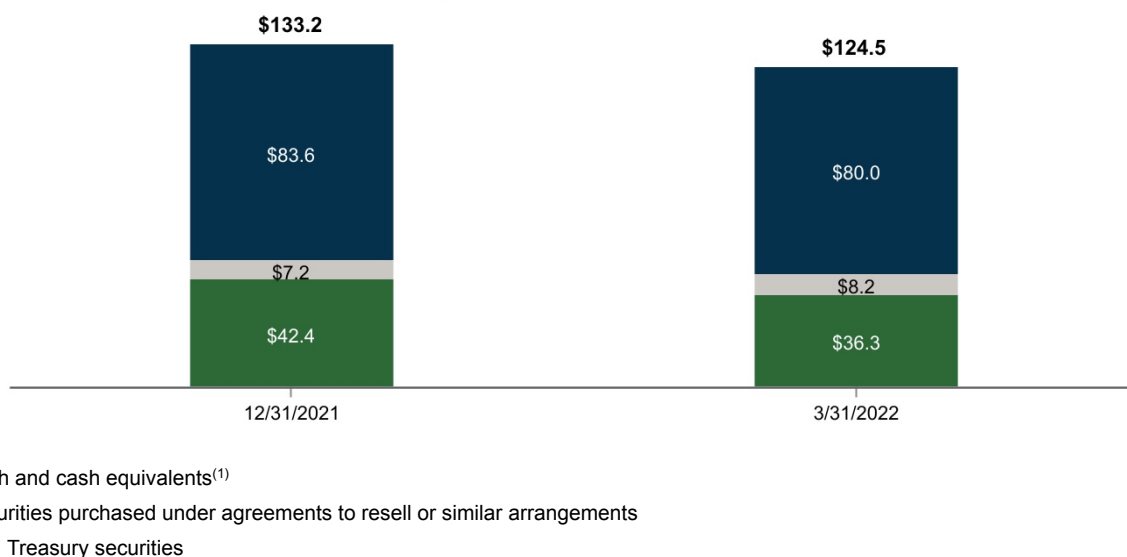
We make investments in various limited partnerships and similar legal entities, which consist of low-income housing tax credit investments, community investments and other entities. When we do not have a controlling financial interest in those entities, our condensed consolidated balance sheets reflect only our investment rather than the full amount of the partnership’s assets and liabilities. See “Note 2, Consolidations and Transfers of Financial Assets—Unconsolidated VIEs” for information regarding our limited partnerships and similar legal entities.

Other Investments Portfolio

The chart below displays information on the composition of our other investments portfolio. The balance of our other investments portfolio fluctuates as a result of changes in our cash flows, liquidity in the fixed-income markets, and our liquidity risk management framework and practices.

Our other investments portfolio decreased during the first quarter of 2022 primarily due to a decrease in our holdings of U.S. Treasury securities, including those classified as cash and cash equivalents. We used cash and other liquid assets that accumulated in prior periods, as well as our earnings, to fund our operations and to pay off maturing debt during the first quarter of 2022.

Other Investments Portfolio (Dollars in billions)



⁽¹⁾ Cash equivalents are composed of overnight repurchase agreements and U.S. Treasuries that have a maturity at the date of acquisition of three months or less.

Cash Flows

Three Months Ended March 31, 2022. Cash, cash equivalents and restricted cash and cash equivalents decreased from \$108.6 billion as of December 31, 2021 to \$89.0 billion as of March 31, 2022. The decrease was primarily driven by cash outflows primarily from (1) payments on outstanding debt of consolidated trusts, (2) purchases of loans held for investment, and (3) the redemption of funding debt, which outpaced issuances, primarily for the reasons described above.

Partially offsetting these cash outflows were cash inflows from (1) the sale of Fannie Mae MBS to third parties and (2) proceeds from repayments of loans.

Three Months Ended March 31, 2021. Cash, cash equivalents and restricted cash and cash equivalents decreased from \$115.6 billion as of December 31, 2020 to \$114.3 billion as of March 31, 2021. The decrease was primarily driven by cash outflows from (1) payments on outstanding debt of consolidated trusts, (2) purchases of loans held for investment, and (3) the redemption of funding debt, which outpaced issuances.

Partially offsetting these cash outflows were cash inflows primarily from (1) the sale of Fannie Mae MBS to third parties and (2) proceeds from repayments and sales of loans.

Credit Ratings

As of March 31, 2022, our credit ratings have not changed since we filed our 2021 Form 10-K. For information on our credit ratings, see “MD&A—Liquidity and Capital Management—Liquidity Management—Credit Ratings” in our 2021 Form 10-K.

Capital Management

Capital Requirements

FHFA published a final rule establishing a new enterprise regulatory capital framework for the GSEs in December 2020. FHFA published a final rule amending the enterprise regulatory capital framework in March 2022. We refer to the rule's requirements, as amended, as the "enterprise regulatory capital framework." The enterprise regulatory capital framework establishes new supplemental leverage and risk-based capital requirements for the GSEs. Under the leverage capital requirements, we must maintain a tier 1 capital ratio of 2.5% of adjusted total assets. Under the risk-based capital requirements, we must maintain minimum common equity tier 1 capital, tier 1 capital, and adjusted total capital ratios of 4.5%, 6%, and 8%, respectively, of risk-weighted assets. For more information on the enterprise regulatory capital framework, see "Business—Legislation and Regulation—GSE-Focused Matters—Capital" in our 2021 Form 10-K and "Legislation and Regulation—Final Rule Amending the Enterprise Regulatory Capital Framework" in this report. The enterprise regulatory capital framework requires substantially higher levels of capital than the previously applicable statutory minimum capital requirement.

Although the enterprise regulatory capital framework went into effect in February 2021, we are not required to hold capital according to the framework's requirements until the date of termination of our conservatorship, or such later date as may be ordered by FHFA.

Beginning in 2022, on a quarterly basis, we are required to report to FHFA and disclose in an appropriate publicly available filing or other document our regulatory capital levels, buffers, adjusted total assets, and total risk-weighted assets under the standardized approach of the enterprise regulatory capital framework.

The enterprise regulatory capital framework provides a granular assessment of credit risk specific to different mortgage loan categories, as well as components for market risk and operational risk. The enterprise regulatory capital framework includes the following requirements:

- Supplemental capital requirements relating to the amount and form of the capital we hold, based largely on definitions of capital used in U.S. banking regulators' regulatory capital framework. The enterprise regulatory capital framework specifies complementary leverage and risk-based requirements, which together determine the requirements for each tier of capital;
- A requirement that we hold prescribed capital buffers that can be drawn down in periods of financial stress and then rebuilt over time as economic conditions improve. If we fall below the prescribed buffer amounts, we must restrict capital distributions such as stock repurchases and dividends, as well as discretionary bonus payments to executives, until the buffer amounts are restored. The prescribed capital buffers represent the amount of capital we are required to hold above the minimum leverage and risk-based capital requirements.
 - The prescribed leverage buffer amount ("PLBA") represents the amount of tier 1 capital we are required to hold above the minimum tier 1 leverage capital requirement;
 - The risk-based capital buffers consist of three separate components: a stability capital buffer, a stress capital buffer, and a countercyclical capital buffer. Taken together, these risk-based buffers comprise the prescribed capital conservation buffer amount ("PCCBA"). The PCCBA must be comprised entirely of common equity tier 1 capital; and
- Specific minimum percentages, or "floors," on the risk-weights applicable to single-family and multifamily exposures, as well as retained portions of credit risk transfer transactions.

The table below sets forth information about our capital requirements under the standardized approach of the enterprise regulatory capital framework. Available capital for purposes of the enterprise regulatory capital framework excludes the stated value of the senior preferred stock (\$120.8 billion) and other amounts specified in footnote 3 to the table. Because of these exclusions, we had a deficit in available capital as of March 31, 2022, even though we had positive net worth under GAAP of \$51.8 billion as of March 31, 2022.

As shown in the table below, as of March 31, 2022, we had a \$272 billion shortfall of our available capital (deficit) to the adjusted total capital requirement (including buffers) of \$190 billion under the standardized approach of the rule. As of March 31, 2022, our risk-based adjusted total capital requirement (including buffers) represented the amount of capital needed to be fully capitalized under the standardized approach to the rule.

Capital Metrics under the Enterprise Regulatory Capital Framework as of March 31, 2022⁽¹⁾

		(Dollars in billions)					
				Stress capital buffer		\$	34
				Stability capital buffer			45
Adjusted total assets	\$	4,529		Countercyclical capital buffer			—
Risk-weighted assets		1,391		Prescribed capital conservation buffer amount		\$	79
		Minimum Capital Ratio Requirement	Minimum Capital Requirement	Applicable Buffers⁽²⁾	Total Capital Requirement (including Buffers)	Available Capital (Deficit)⁽³⁾	Capital Shortfall⁽⁴⁾
Risk-based capital:							
Total capital ⁽⁵⁾		8.0 %	\$ 111	N/A	\$ 111	\$ (63)	\$ (174)
Common equity tier 1 capital		4.5	\$ 63	79	142	(101)	(243)
Tier 1 capital		6.0	83	79	162	(82)	(244)
Adjusted total capital		8.0	111	79	190	(82)	(272)
Leverage capital:							
Core capital ⁽⁶⁾		2.5	113	N/A	113	(69)	(182)
Tier 1 capital		2.5	113	23	136	(82)	(218)

⁽¹⁾ Ratios are calculated as a percentage of risk-weighted assets for risk-based capital metrics and as a percentage of adjusted total assets for leverage capital metrics.

⁽²⁾ The applicable buffer for common equity tier 1 capital, tier 1 capital, and adjusted total capital is the PCCBA, which is composed of a stress capital buffer, a stability capital buffer, and a countercyclical capital buffer. The applicable buffer for tier 1 capital (leverage based) is the PLBA. The stress capital buffer and countercyclical capital buffer are each calculated by multiplying prescribed factors by adjusted total assets as of the last day of the previous calendar quarter. The 2022 stability capital buffer is calculated by multiplying a factor determined based on our share of mortgage debt outstanding by adjusted total assets as of December 31, 2020. The prescribed leverage buffer for 2022 is set at 50% of the 2022 stability buffer. Going forward the stability buffer and the prescribed leverage buffer will be updated with an effective date that depends on whether the stability capital buffer increases or decreases relative to the previously calculated value.

⁽³⁾ Available capital (deficit) for all line items excludes the stated value of the senior preferred stock (\$120.8 billion). Available capital (deficit) for all line items except total capital and core capital also deducts a portion of deferred tax assets. Deferred tax assets arising from temporary differences between GAAP and tax requirements are deducted from capital to the extent they exceed 10% of common equity. As of March 31, 2022, this resulted in the full deduction of deferred tax assets (\$13.1 billion) from our available capital (deficit). Available capital (deficit) for common equity tier 1 capital also excludes the value of the non-cumulative perpetual preferred stock (\$19.1 billion).

⁽⁴⁾ Our capital shortfall consists of the difference between the applicable capital requirement (including buffers) and the applicable available capital (deficit).

⁽⁵⁾ The sum of (a) core capital (see definition in footnote 6 below); and (b) a general allowance for foreclosure losses, which (i) shall include an allowance for portfolio mortgage losses, an allowance for non-reimbursable foreclosure costs on government claims, and an allowance for liabilities reflected on the balance sheet for estimated foreclosure losses on mortgage-backed securities; and (ii) shall not include any reserves made or held against specific assets; and (c) any other amounts from sources of funds available to absorb losses that the Director of FHFA by regulation determines are appropriate to include in determining total capital.

⁽⁶⁾ The sum of (a) the stated value of our outstanding common stock (common stock less treasury stock); (b) the stated value of our outstanding non-cumulative perpetual preferred stock; (c) our paid-in capital; and (d) our retained earnings (accumulated deficit). Core capital does not include: (a) accumulated other comprehensive income or (b) senior preferred stock.

As a result of our capital shortfall, our maximum payout ratio under the enterprise regulatory capital framework as of March 31, 2022 was 0%. While it is not applicable until we are required to comply with the capital requirements under the enterprise regulatory capital framework, our maximum payout ratio represents the percentage of eligible retained income that we are permitted to pay out in the form of distributions or discretionary bonus payments under the

enterprise regulatory capital framework. The maximum payout ratio for a given quarter is the lowest of the payout ratios determined by our capital conservation buffer and our leverage buffer. See “Note 14—Regulatory Capital Requirements” in this report for information on our capital ratios as of March 31, 2022 under the enterprise regulatory capital framework.

Capital Activity

Under the terms governing the senior preferred stock, no dividends were payable to Treasury for the first quarter of 2022 and none are payable for the second quarter of 2022.

Under the terms governing the senior preferred stock, through and including the capital reserve end date, any increase in our net worth during a fiscal quarter results in an increase in the same amount of the aggregate liquidation preference of the senior preferred stock in the following quarter. The capital reserve end date is defined as the last day of the second consecutive fiscal quarter during which we have had and maintained capital equal to, or in excess of, all of the capital requirements and buffers under the enterprise regulatory capital framework.

As a result of these terms governing the senior preferred stock, the aggregate liquidation preference of the senior preferred stock increased by \$5.2 billion to \$168.9 billion as of March 31, 2022, due to the \$5.2 billion increase in our net worth in the fourth quarter of 2021. The aggregate liquidation preference of the senior preferred stock will further increase to \$173.3 billion as of June 30, 2022, due to the \$4.4 billion increase in our net worth in the first quarter of 2022. See “Business—Conservatorship, Treasury Agreements and Housing Finance Reform—Treasury Agreements” in our 2021 Form 10-K for more information on the terms of our senior preferred stock, including how the aggregate liquidation preference is determined.

Increases in our net worth improve our capital position and our ability to absorb losses; however, increases in our net worth also increase the aggregate liquidation preference of the senior preferred stock by the same amount until the capital reserve end date as discussed above.

Treasury Funding Commitment

Treasury made a commitment under the senior preferred stock purchase agreement to provide funding to us under certain circumstances if we have a net worth deficit. As of March 31, 2022, the remaining amount of Treasury’s funding commitment to us was \$113.9 billion. See “Note 11, Equity” in our 2021 Form 10-K for more information on the funding commitment provided by Treasury under the senior preferred stock purchase agreement.

Risk Management

Our business activities expose us to the following major categories of risk: credit risk (including mortgage credit risk and institutional counterparty credit risk), market risk (including interest-rate risk), liquidity and funding risk, and operational risk (including cyber/information security risk, third-party risk and model risk), as well as strategic risk, compliance risk and reputational risk. See “MD&A—Risk Management” in our 2021 Form 10-K for a discussion of our management of these risks. This section supplements and updates that discussion but does not address all of the risk management categories described in our 2021 Form 10-K.

Institutional Counterparty Credit Risk Management

This section supplements and updates our discussion of institutional counterparty credit risk management in our 2021 Form 10-K. See “MD&A—Risk Management—Institutional Counterparty Credit Risk Management” and “Risk Factors—Credit Risk” in our 2021 Form 10-K for a discussion of our exposure to institutional counterparty credit risk and our strategy for managing this risk. Also see “Note 10, Concentrations of Credit Risk” in this report for an update on our counterparty credit risk exposure.

Change in Non-Depository Seller and Servicer Liquidity Requirements

A large portion of the loans in our single-family guaranty book, including a large portion of our seriously delinquent loans, are serviced by non-depository servicers. Compared with depository financial institutions, these institutions pose additional risks to us because they may not have the same financial strength or operational capacity, or be subject to the same level of regulatory oversight, as our largest depository mortgage servicer counterparties. Unlike for depository servicers, much of the capital of non-depository servicers is represented by the value of mortgage servicing rights, which is subject to variability based on market conditions and therefore is an important factor in determining capital adequacy. We require single-family non-depository servicers to meet minimum liquidity requirements to maintain eligibility with Fannie Mae. We actively monitor the financial condition and capital adequacy of these non-depository servicers, including their compliance with our requirements.

In February 2022, FHFA re-proposed the minimum financial eligibility requirements for Fannie Mae and Freddie Mac sellers and servicers. If adopted as proposed, the requirements will increase capital and liquidity requirements for our single-family non-depository sellers and servicers.

Market Risk Management, including Interest-Rate Risk Management

We are subject to market risk, which includes interest-rate risk and spread risk. These risks arise from our mortgage asset investments. Interest-rate risk is the risk that movements in benchmark interest rates could adversely affect the fair value of our assets or liabilities or our future earnings. Spread risk represents the change in an instrument's fair value that relates to factors other than changes in the benchmark interest rate.

We are exposed to interest rate risk through our "net portfolio," which we define as our retained mortgage portfolio assets; other investments portfolio; outstanding debt of Fannie Mae used to fund the retained mortgage portfolio assets and other investments portfolio; and mortgage commitments and risk management derivatives. Our goal is to manage interest-rate risk from our net portfolio to be neutral to movements in interest rates and volatility on an economic basis, subject to model constraints and prevailing market conditions. We actively manage the interest-rate risk of our net portfolio through the use of interest-rate derivatives and by issuing a broad range of both callable and non-callable debt instruments.

We are also exposed to interest-rate risk in connection with mortgage assets held by our consolidated MBS trusts. One exposure is cost basis adjustments that often result from upfront cash fees exchanged at the time of loan acquisition, which include buy-ups, buy-downs, and loan-level risk-based price adjustments. Another exposure is the float income earned by MBS trusts on the short-term reinvestment of loan payments received from borrowers in highly liquid investments with short maturities, such as U.S. Treasury securities. This float income is paid to us as trust management income and recorded within "Net interest income" in our condensed consolidated financial statements.

Changes in interest rates can influence mortgage prepayment rates and float reinvestment yields. Therefore, they impact the timing of when we recognize amortization income related to cost basis amounts as well as the amount of float income generated by MBS trusts, thereby impacting our earnings. Typically, interest-rate driven changes in the timing of income recognition related to cost basis amortization are partially offset by interest-rate driven changes in the amount of float income earned. See "Consolidated Results of Operations—Net Interest Income—Analysis of Deferred Amortization Income" for more information on our outstanding net cost basis adjustments related to consolidated MBS trusts.

We do not currently actively manage or hedge, on an economic basis, our spread risk or the interest-rate risk arising from cost basis adjustments and float income associated with mortgage assets held by our consolidated MBS trusts.

For additional information on the impact of interest-rate risk on our earnings, see "Earnings Exposure to Interest-Rate Risk" below.

This section supplements and updates information regarding market risk management in our 2021 Form 10-K. See "MD&A—Risk Management—Market Risk Management, including Interest-Rate Risk Management" and "Risk Factors—Market and Industry Risk" in our 2021 Form 10-K for additional information, including our sources of interest-rate risk exposure, business risks posed by changes in interest rates, and our strategy for managing interest-rate risk.

Measurement of Interest-Rate Risk

The table below displays the pre-tax market value sensitivity of our net portfolio to changes in the level of interest rates and the slope of the yield curve as measured on the last day of each period presented.

The table below also provides the daily average, minimum, maximum and standard deviation values for duration gap and for the most adverse market value impact on the net portfolio to changes in the level of interest rates and the slope of the yield curve for the three months ended March 31, 2022 and 2021. Our practice is to allow interest rates to go below zero in the downward shock models unless otherwise prevented through contractual floors.

For information on how we measure our interest-rate risk, see our 2021 Form 10-K in “MD&A—Risk Management—Market Risk Management, including Interest-Rate Risk Management.”

Interest-Rate Sensitivity of Net Portfolio to Changes in Interest-Rate Level and Slope of Yield Curve

	As of ⁽¹⁾⁽²⁾	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Rate level shock:		
-100 basis points	\$ (128)	\$ (184)
-50 basis points	(45)	(69)
+50 basis points	14	54
+100 basis points	5	75
Rate slope shock:		
-25 basis points (flattening)	(7)	(8)
+25 basis points (steepening)	5	8

	For the Three Months Ended March 31, ⁽¹⁾⁽³⁾					
	2022			2021		
	Duration Gap	Rate Slope Shock 25 bps	Rate Level Shock 50 bps	Duration Gap	Rate Slope Shock 25 bps	Rate Level Shock 50 bps
	(In years)	Market Value Sensitivity (Dollars in millions)		(In years)	Market Value Sensitivity (Dollars in millions)	
Average	(0.04)	\$ (8)	\$ (62)	0.02	\$ (13)	\$ (70)
Minimum	(0.10)	(31)	(133)	(0.04)	(23)	(140)
Maximum	0.02	(3)	(15)	0.10	(5)	(36)
Standard deviation	0.03	4	27	0.02	5	23

⁽¹⁾ Computed based on changes in U.S. LIBOR interest-rates swap curve. Changes in the level of interest rates assume a parallel shift in all maturities of the U.S. LIBOR interest-rate swap curve. Changes in the slope of the yield curve assume a constant 7-year rate, a shift of 16.7 basis points for the 1-year rate (and shorter tenors) and an opposite shift of 8.3 basis points for the 30-year rate. Rate shocks for remaining maturity points are interpolated.

⁽²⁾ Measured on the last business day of each period presented.

⁽³⁾ Computed based on daily values during the period presented.

The market value sensitivity of our net portfolio varies across a range of interest-rate shocks depending upon the duration and convexity profile of our net portfolio. The market value sensitivity of the net portfolio is measured by quantifying the change in the present value of the cash flows of our financial assets and liabilities that would result from an instantaneous shock to interest rates, assuming spreads are held constant. For the subset of floating-rate liabilities and assets that are indexed to LIBOR or SOFR, the interest component of their future cash flows is calculated using the projection of the corresponding index rate. For all assets and liabilities, the discount factor used to calculate the present value of the future cash flows is constructed using the LIBOR yield curve.

LIBOR rate quotes will cease on June 30, 2023, and after that date the interest accrued on floating-rate instruments that are contractually indexed to LIBOR will reset based on SOFR. Before that LIBOR cessation date, the portfolio interest-rate risk measurement process will transition from using LIBOR to using SOFR as the benchmark interest rate. This change is not expected to have a significant impact on measurement of our interest-rate risk on our financial results.

We use derivatives to help manage the residual interest-rate risk exposure between the assets and liabilities in our net portfolio. Derivatives have enabled us to keep our economic interest-rate risk exposure at consistently low levels in a wide range of interest-rate environments. The table below displays an example of how derivatives impacted the net market value exposure for a 50 basis point parallel interest-rate shock.

Derivative Impact on Interest-Rate Risk (50 Basis Points)

	As of ⁽¹⁾	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Before derivatives	\$ (349)	\$ (539)
After derivatives	(45)	(69)
Effect of derivatives	304	470

⁽¹⁾ Measured on the last business day of each period presented.

Earnings Exposure to Interest-Rate Risk

While we manage the interest-rate risk of our net portfolio with the objective of remaining neutral to movements in interest rates and volatility on an economic basis, our earnings can experience volatility due to interest-rate changes and differing accounting treatments that apply to certain financial instruments on our balance sheet. Specifically, we have exposure to earnings volatility that is driven by changes in interest rates in two primary areas: our net portfolio and our consolidated MBS trusts. The exposure in the net portfolio is primarily driven by changes in the fair value of risk management derivatives, mortgage commitments, and certain assets, primarily securities, that are carried at fair value. The exposure related to our consolidated MBS trusts relates to changes in our credit loss reserves and to the amortization of cost basis adjustments resulting from changes in interest rates.

We apply fair value hedge accounting to address some of the exposure to interest rates, particularly the earnings volatility related to changes in benchmark interest rates, including LIBOR and SOFR. Although our hedge accounting program is designed to address the volatility of our financial results associated with changes in fair value related to changes in the benchmark interest rates, earnings variability driven by other factors, such as spreads or changes in cost basis amortization recognized in net interest income, remains. In addition, our ability to effectively reduce earnings volatility is dependent upon the volume and type of interest-rate swaps available, which is driven by our interest-rate risk management strategy discussed above. As our range of available interest-rate swaps varies over time, our ability to reduce earnings volatility through hedge accounting may vary as well. When the shape of the yield curve shifts significantly from period to period, hedge accounting may be less effective. In our current program, we establish new hedging relationships daily to provide flexibility in our overall risk management strategy.

See “MD&A—Consolidated Results of Operations— Hedge Accounting Impact” and “Note 1, Summary of Significant Accounting Policies” in our 2021 Form 10-K and “Note 8, Derivative Instruments” in this report for additional information on our fair value hedge accounting policy and related disclosures.

Critical Accounting Estimates

The preparation of financial statements in accordance with generally accepted accounting principles in the United States of America (“GAAP”) requires management to make a number of judgments, estimates and assumptions that affect the reported amount of assets, liabilities, income and expenses in our condensed consolidated financial statements. Understanding our accounting policies and the extent to which we use management judgment and estimates in applying these policies is integral to understanding our financial statements. We describe our most significant accounting policies in “Note 1, Summary of Significant Accounting Policies” in this report and in our 2021 Form 10-K.

We evaluate our critical accounting estimates and judgments required by our policies on an ongoing basis and update them as necessary based on changing conditions. Management has discussed any significant changes in judgments and assumptions in applying our critical accounting estimates with the Audit Committee of our Board of Directors. See “Risk Factors” in our 2021 Form 10-K for a discussion of the risks associated with the need for management to make judgments and estimates in applying our accounting policies and methods. We have identified one of our accounting estimates, allowance for loan losses, as critical because it involves significant judgments and assumptions about highly complex and inherently uncertain matters, and the use of reasonably different judgments and assumptions could have a material impact on our reported results of operations or financial condition.

Allowance for Loan Losses

The allowance for loan losses is an estimate of single-family and multifamily HFI loan receivables that we expect will not be collected related to loans held by Fannie Mae or by consolidated Fannie Mae MBS trusts. The expected credit losses are deducted from the amortized cost basis of HFI loans to present the net amount expected to be received.

The allowance for loan losses involves substantial judgment on a number of matters including the development and weighting of macroeconomic forecasts, the reversion period applied, the assessment of similar risk characteristics, which determines the historic loss experience used to derive probability of loan default, the valuation of collateral, and the determination of a loan's remaining expected life. Our most significant judgments involved in estimating our allowance for loan losses relate to the macroeconomic data used to develop reasonable and supportable forecasts for key economic drivers, which are subject to significant inherent uncertainty. Most notably, for single-family, the model uses forecasted single-family home prices as well as a range of possible future interest rate environments, which drive prepayment speeds and impact the measurement of the economic concession provided on loans modified in a restructuring which are accounted for as a TDR. For multifamily, the model uses forecasted rental income and property valuations. For purposes of the macroeconomic sensitivities disclosed below, we have determined that our single-family home price forecast and interest rate forecast are the most significant judgments used in our estimation of credit losses for the periods presented below.

In future periods, changes in projected interest rates may not be as significant to our measurement of expected credit losses. Pursuant to our adoption of ASU 2022-02 on January 1, 2022, we prospectively discontinued TDR accounting and no longer measure the economic concession for loan modifications occurring on or after the adoption date. In addition, modifications to loans previously designated as TDRs that occur on or after January 1, 2022, will also be accounted for under the newly adopted ASU and will result in the elimination of any prior economic concession recorded in the allowance related to such loans. As a result, we expect that changes in projected interest rates will have less impact on our estimate of credit losses in future periods. See "Note 1, Summary of Significant Accounting Policies—New Accounting Guidance" for more information about our adoption of ASU 2022-02.

Quantitative Component

We use a discounted cash flow method to measure expected credit losses on our single-family mortgage loans and an undiscounted loss method to measure expected credit losses on our multifamily mortgage loans. The models use reasonable and supportable forecasts for key macroeconomic drivers.

Our modeled loan performance is based on our historical experience of loans with similar risk characteristics adjusted to reflect current conditions and reasonable and supportable forecasts. Our historical loss experience and our loan loss estimates capture the possibility of a multitude of events, including remote events that could result in credit losses on loans that are considered low risk. Our credit loss models, including the macroeconomic forecast data used as key inputs, are subject to our model oversight and review processes as well as other established governance and controls.

Qualitative Component, including Management Adjustments

Our process for measuring expected credit losses is complex and involves significant management judgment, including a reliance on historical loss information and current economic forecasts that may not be representative of credit losses we ultimately realize. Management adjustments may be necessary to take into consideration external factors and current macroeconomic events that have occurred but are not yet reflected in the data used to derive the model outputs. Qualitative factors and events not previously observed by the models through historical loss experience are also considered, as well as the uncertainty of their impact on credit loss estimates.

Macroeconomic Variables and Sensitivities

Our credit-related income or expense can vary substantially from period to period based on forecasted macroeconomic drivers; primarily home prices and interest rates related to our single-family book of business. We develop regional forecasts for single-family home prices using a multi-path simulation that captures home price projections over a five-year period, which is the period for which we can develop reasonable and supportable forecasts. After the five-year period, the home price forecast reverts to a historical long-term growth rate. Our model projects the range of possible interest rate scenarios over the life of the loan. This process captures multiple possible outcomes of what could be more or less favorable economic environments for the borrower, and therefore will increase or decrease the likelihood of default or prepayment depending on the environment in each path of the simulation.

The table below provides information about our most significant key macroeconomic inputs used in determining our single-family allowance for loan losses: forecasted home price growth rates and interest rates. Although the model consumes a wide range of possible regional home price forecasts and interest rate scenarios that take into account inherent uncertainty, the forecasts below represent the mean path of those simulations used in determining the allowance for the quarter ended March 31, 2022 and for each quarter during the year ended December 31, 2021, and how those forecasts have changed between periods of estimate. Below we present the two succeeding periods used in our estimate of expected credit losses. The forecasts consider periods beyond those presented below.

Select Single-Family Macroeconomic Model Inputs⁽¹⁾

Forecasted home price growth rate by period of estimate:⁽²⁾

	For the Full Year ending December 31,		
	2022	2023	2024
First Quarter 2022	10.8 %	3.2 %	1.3 %
	For the Full Year ending December 31,		
	2021	2022	2023
Fourth Quarter 2021	18.8 %	8.2 %	2.9 %
Third Quarter 2021	18.4	7.9	2.4
Second Quarter 2021	14.8	5.4	2.5
First Quarter 2021	8.8	2.5	1.7

Forecasted 30-year interest rates by period of estimate:⁽³⁾

	Through the end of	For the Full Year ending	
	December 31,	December 31,	
	2022	2023	2024
First Quarter 2022	4.7 %	4.8 %	4.7 %
	Through the end of	For the Full Year ending	
	December 31,	December 31,	
	2021	2022	2023
Fourth Quarter 2021	3.2 %	3.5 %	3.7 %
Third Quarter 2021	3.1	3.4	3.7
Second Quarter 2021	3.1	3.4	3.6
First Quarter 2021	3.1	3.3	3.6

⁽¹⁾ These forecasts are provided here solely for the purpose of providing insight into our credit loss model. Forecasts for future periods are subject to significant uncertainty, which increases for periods that are further in the future. We provide our most recent forecasts for certain macroeconomic and housing market conditions in "Key Market Economic Indicators." In addition, each month our Economic & Strategic Research group provides its forecast of economic and housing market conditions, which are available in the "Research and Insights" section of our website, www.fanniemae.com.

⁽²⁾ These estimates are based on our national home price index, which is calculated differently from the S&P/Case-Shiller U.S. National Home Price Index and therefore results in different percentages for comparable growth. We continually update our home price growth estimates and forecasts as new data become available. As a result, the forecast data in this table may also differ from the forecasted home price growth rate presented in "Key Market Economic Indicators," because that section reflects our most recent forecast as of the filing date of this report, while this table reflects the forecast data we used in estimating credit losses for the periods shown. Management continues to monitor macroeconomic updates to our inputs in our credit loss model from the time they are approved as part of our established governance process, through the date of filing, to ensure the reasonableness of the inputs used to calculate estimated credit losses.

⁽³⁾ Forecasted 30-year interest rates represent the mean of possible future interest rate environments that are simulated by our interest rate model and used in the estimation of credit losses. Through the year ended 2021, forecasts represent the average forecasted rate from the quarter-end through the end of December 31, 2021. The fourth quarter of 2021 interest rate represents the 30-year interest rate as of December 31, 2021. This table reflects the forecasted interest rate data we used in estimating credit losses for the periods shown and does not reflect changes in interest rates that occurred after the forecast date. See "Key Market Economic Indicators" for information on increases in actual interest rates that occurred after the forecast date.

It is difficult to estimate how potential changes in any one factor or input might affect the overall credit loss estimates, because management considers a wide variety of factors and inputs in estimating the allowance for loan losses. Changes in the factors and inputs considered may not occur at the same rate and may not be consistent across all geographies or loan types, and changes in factors and inputs may be directionally inconsistent, such that improvement in one factor or input may offset deterioration in others. Changes in our assumptions and forecasts of economic conditions could significantly affect our estimate of expected credit losses and lead to significant changes in the estimate from one reporting period to the next.

As noted above, our allowance for loan losses is sensitive to changes in home prices and interest rate changes. To consider the impact of a hypothetical change in home price appreciation, assuming a one-percent increase in the home price growth rate for the first twelve months of the forecast, on a normalized basis, with all other factors held constant, the single-family allowance for loan losses as of March 31, 2022 would decrease by approximately 3%. Conversely, assuming a one-percent decrease in the home price growth rate for the first twelve months of the forecast, on a normalized basis, the single-family allowance for loan losses would increase by approximately 3%.

To consider the impact of a hypothetical change in 30-year interest rates, assuming a 50-basis point increase in estimated 30-year interest rates, with all other factors held constant, the single-family allowance for loan losses as of March 31, 2022 would increase by approximately 4%. Conversely, assuming a 50-basis point decrease in 30-year interest rates, the single-family allowance for loan losses would decrease by approximately 5%.

These sensitivity analyses are hypothetical and are provided solely for the purpose of providing insight into our credit loss model inputs. In addition, sensitivities for home price and interest rate changes are non-linear. As a result, changes in these estimates are not incrementally proportional. The purpose of this analysis is to provide an indication of the impact of home price appreciation and 30-year interest rates on the estimate of the allowance for credit losses. For example, it is not intended to imply management's expectation of future changes in our forecasts or any other variables that may change as a result. We provide our most recent forecasts for certain macroeconomic and housing market conditions in "Key Market Economic Indicators." In addition, each month our Economic & Strategic Research group provides its forecast of economic and housing market conditions, which are available in the "Research and Insights" section of our website, www.fanniemae.com. See "Key Market Economic Indicators" for information on increases in actual interest rates that occurred after the forecast date.

We provide more detailed information on our accounting for the allowance for loan losses in "Note 1, Summary of Significant Accounting Policies" in our 2021 Form 10-K. See "Note 4, Allowance for Loan Losses" for additional information about our current period benefit (provision) for loan losses.

See "Key Market Economic Indicators" for additional information about how home prices can affect our credit loss estimates, including a discussion of home price appreciation and our home price forecast. Also see "Consolidated Results of Operations—Credit-Related Income (Expense)" for information on how our home price forecast impacted our single-family benefit (provision) for credit losses.

Impact of Future Adoption of New Accounting Guidance

We identify and discuss the expected impact on our condensed consolidated financial statements of recently issued accounting guidance in "Note 1, Summary of Significant Accounting Policies."

Forward-Looking Statements

This report includes statements that constitute forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"). In addition, we and our senior management may from time to time make forward-looking statements in our other filings with the SEC, our other publicly available written statements, and orally to analysts, investors, the news media and others. Forward-looking statements often include words such as "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," "forecast," "project," "would," "should," "could," "likely," "may," "will" or similar words. Examples of forward-looking statements in this report include, among others, statements relating to our expectations regarding the following matters:

- our future financial performance and the factors that will affect such performance;
- economic, mortgage market and housing market conditions (including expectations regarding economic growth, home price growth, refinance volumes and interest rates), the factors that will affect those conditions, and the impact of those conditions on our business and financial results;
- our business plans and their impact;

- our plans relating to and the effects of our credit risk transfer transactions, as well as the factors that will affect our engagement in future transactions;
- volatility in our financial results and the impact of our adoption of hedge accounting on such volatility;
- the size and composition of our retained mortgage portfolio;
- the amount of our purchases of loans from MBS trusts;
- the impact of the adoption of new accounting guidance;
- our payments to HUD and Treasury funds under the GSE Act;
- our future off-balance sheet exposure to Freddie Mac-issued securities;
- the risks to our business;
- future forbearances, modifications, foreclosures, and write-offs relating to the loans in our guaranty book of business and the factors that will affect them, including the impact of the COVID-19 pandemic;
- the performance of loans in our book of business, including loans in forbearance, and the factors that will affect such performance;
- how we intend to meet our debt obligations; and
- our response to legal and regulatory proceedings and their impact on our business or financial condition.

Forward-looking statements reflect our management's current expectations, forecasts or predictions of future conditions, events or results based on various assumptions and management's estimates of trends and economic factors in the markets in which we are active and that otherwise impact our business plans. Forward-looking statements are not guarantees of future performance. By their nature, forward-looking statements are subject to significant risks and uncertainties and changes in circumstances. Our actual results and financial condition may differ, possibly materially, from the anticipated results and financial condition indicated in these forward-looking statements.

There are a number of factors that could cause actual conditions, events or results to differ materially from those described in our forward-looking statements, including, among others, the following:

- uncertainty regarding our future, our exit from conservatorship and our ability to raise or earn the capital needed to meet our capital requirements;
- significant challenges we face in retaining and hiring qualified executives and other employees;
- the duration, spread and severity of the COVID-19 pandemic; the actions taken to contain the virus or treat its impact, including government actions to mitigate the economic impact of the pandemic and COVID-19 vaccination rates; the effectiveness of available COVID-19 vaccines over time and against variants of the coronavirus; the nature, extent and success of the forbearance, payment deferrals, modifications and other loss mitigation options we provide to borrowers affected by the pandemic; accounting elections and estimates relating to the impact of the COVID-19 pandemic; borrower and renter behavior in response to the pandemic and its economic impact; the extent to which any future outbreaks or increases in new COVID-19 cases affect economic growth; and how quickly and to what extent affected borrowers, renters and counterparties recover from the negative economic impact of the pandemic;
- the impact of the senior preferred stock purchase agreement and the enterprise regulatory capital framework, as well as future legislative and regulatory requirements or changes, governmental initiatives, or executive orders affecting us, such as the enactment of housing finance reform legislation, including changes that limit our business activities or our footprint or impose new mandates on us;
- actions by FHFA, Treasury, HUD, the CFPB or other regulators, Congress, the Executive Branch, or state or local governments that affect our business;
- changes in the structure and regulation of the financial services industry;
- the potential impact of a change in the corporate income tax rate, which we expect would affect our net income in the quarter of enactment as a result of a change in our measurement of our deferred tax assets and our net income in subsequent quarters as a result of the change in our effective federal income tax rate;
- the timing and level of, as well as regional variation in, home price changes;
- future interest rates and credit spreads;
- developments that may be difficult to predict, including: market conditions that result in changes in our net amortization income from our guaranty book of business, fluctuations in the estimated fair value of our derivatives and other financial instruments that we mark to market through our earnings; and developments that

affect our loss reserves, such as changes in interest rates, home prices or accounting standards, or events such as natural or other disasters, the emergence of widespread health emergencies or pandemics, or other disruptive or catastrophic events;

- uncertainties relating to the discontinuance of LIBOR, or other market changes that could impact the loans we own or guarantee or our MBS;
- disruptions or instability in the housing and credit markets;
- the size and our share of the U.S. mortgage market and the factors that affect them, including population growth and household formation;
- growth, deterioration and the overall health and stability of the U.S. economy, including U.S. GDP, unemployment rates, personal income, inflation and other indicators thereof;
- changes in fiscal or monetary policy;
- our and our competitors' future guaranty fee pricing and the impact of that pricing on our competitive environment and guaranty fee revenues;
- the volume of mortgage originations;
- the size, composition, quality and performance of our guaranty book of business and retained mortgage portfolio;
- the competitive environment in which we operate, including the impact of legislative, regulatory or other developments on levels of competition in our industry and other factors affecting our market share;
- how long loans in our guaranty book of business remain outstanding;
- the effectiveness of our business resiliency plans and systems;
- changes in the demand for Fannie Mae MBS, in general or from one or more major groups of investors;
- our conservatorship, including any changes to or termination (by receivership or otherwise) of the conservatorship and its effect on our business;
- the investment by Treasury, including the impact of past or potential future changes to the terms of the senior preferred stock purchase agreement, and their effect on our business, including restrictions imposed on us by the terms of the senior preferred stock purchase agreement, the senior preferred stock, and the warrant, as well as the extent that these or other restrictions on our business and activities are applied to us through other mechanisms even if we cease to be subject to these agreements and instruments;
- adverse effects from activities we undertake to support the mortgage market and help borrowers, renters, lenders and servicers;
- actions we may be required to take by FHFA, in its role as our conservator or as our regulator, such as actions in response to the COVID-19 pandemic, changes in the type of business we do, or actions relating to UMBS or our resecuritization of Freddie Mac-issued securities;
- limitations on our business imposed by FHFA, in its role as our conservator or as our regulator;
- our current and future objectives and activities in support of those objectives, including actions we may take to reach additional underserved borrowers or address barriers to sustainable housing opportunities and advance equity in housing finance;
- the possibility that changes in leadership at FHFA or the Administration may result in changes that affect our company or our business;
- our reliance on Common Securitization Solutions, LLC ("CSS") and the common securitization platform for a majority of our single-family securitization activities, our reduced influence over CSS as a result of changes made in 2020 to the CSS limited liability company agreement, and any additional changes FHFA may require in our relationship with or in our support of CSS;
- a decrease in our credit ratings;
- limitations on our ability to access the debt capital markets;
- constraints on our entry into new credit risk transfer transactions;
- significant changes in forbearance, modification and foreclosure activity;
- the volume and pace of future nonperforming and reperforming loan sales and their impact on our results and serious delinquency rates;

- changes in borrower behavior;
- actions we may take to mitigate losses, and the effectiveness of our loss mitigation strategies, management of our REO inventory and pursuit of contractual remedies;
- defaults by one or more institutional counterparties;
- resolution or settlement agreements we may enter into with our counterparties;
- our need to rely on third parties to fully achieve some of our corporate objectives;
- our reliance on mortgage servicers;
- changes in GAAP, guidance by the Financial Accounting Standards Board and changes to our accounting policies;
- changes in the fair value of our assets and liabilities;
- the stability and adequacy of the systems and infrastructure that impact our operations, including ours and those of CSS, our other counterparties and other third parties;
- the impact of increasing interdependence between the single-family mortgage securitization programs of Fannie Mae and Freddie Mac in connection with UMBS;
- operational control weaknesses;
- our reliance on models and future updates we make to our models, including the assumptions used by these models;
- domestic and global political risks and uncertainties, including the impact of the Russian invasion of Ukraine and the potential expansion of military hostilities;
- natural disasters, environmental disasters, terrorist attacks, widespread health emergencies or pandemics, infrastructure failures, or other disruptive or catastrophic events;
- severe weather events, fires, floods or other climate change events or impacts, including those for which we may be uninsured or under-insured or that may affect our counterparties, and other risks resulting from climate change and efforts to address climate change and related risks;
- cyber attacks or other information security breaches or threats; and
- the other factors described in “Risk Factors” in this report and in our 2021 Form 10-K.

Readers are cautioned not to unduly rely on the forward-looking statements we make and to place these forward-looking statements into proper context by carefully considering the factors discussed in “Risk Factors” in our 2021 Form 10-K and in this report. These forward-looking statements are representative only as of the date they are made, and we undertake no obligation to update any forward-looking statement as a result of new information, future events or otherwise, except as required under the federal securities laws.

Item 1. Financial Statements

FANNIE MAE

(In conservatorship)

Condensed Consolidated Balance Sheets — (Unaudited)

(Dollars in millions)

	As of	
	March 31, 2022	December 31, 2021
ASSETS		
Cash and cash equivalents	\$ 36,330	\$ 42,448
Restricted cash and cash equivalents (includes \$46,317 and \$59,203, respectively, related to consolidated trusts)	52,651	66,183
Securities purchased under agreements to resell or similar arrangements (includes \$9,707 and \$13,533, respectively, related to consolidated trusts)	17,907	20,743
Investments in securities:		
Trading, at fair value (includes \$2,891 and \$4,224, respectively, pledged as collateral)	84,629	88,206
Available-for-sale, at fair value (with an amortized cost of \$802 and \$827, respectively)	806	837
Total investments in securities	85,435	89,043
Mortgage loans:		
Loans held for sale, at lower of cost or fair value	5,920	5,134
Loans held for investment, at amortized cost:		
Of Fannie Mae	60,297	61,025
Of consolidated trusts	3,990,220	3,907,712
Total loans held for investment (includes \$4,492 and \$4,964, respectively, at fair value)	4,050,517	3,968,737
Allowance for loan losses	(5,899)	(5,629)
Total loans held for investment, net of allowance	4,044,618	3,963,108
Total mortgage loans	4,050,538	3,968,242
Advances to lenders	5,977	8,414
Deferred tax assets, net	13,075	12,715
Accrued interest receivable, net (includes \$8,824 and \$8,878 related to consolidated trusts and net of allowance of \$128 and \$140, respectively)	9,383	9,264
Acquired property, net	1,456	1,259
Other assets	12,277	10,855
Total assets	\$ 4,285,029	\$ 4,229,166
LIABILITIES AND EQUITY		
Liabilities:		
Accrued interest payable (includes \$8,598 and \$8,517, respectively, related to consolidated trusts)	\$ 9,270	\$ 9,186
Debt:		
Of Fannie Mae (includes \$2,091 and \$2,381, respectively, at fair value)	180,169	200,892
Of consolidated trusts (includes \$20,117 and \$21,735, respectively, at fair value)	4,028,628	3,957,299
Other liabilities (includes \$2,119 and \$1,245, respectively, related to consolidated trusts)	15,204	14,432
Total liabilities	4,233,271	4,181,809
Commitments and contingencies (Note 13)	—	—
Fannie Mae stockholders' equity:		
Senior preferred stock (liquidation preference of \$168,856 and \$163,672, respectively)	120,836	120,836
Preferred stock, 700,000,000 shares are authorized—555,374,922 shares issued and outstanding	19,130	19,130
Common stock, no par value, no maximum authorization—1,308,762,703 shares issued and 1,158,087,567 shares outstanding	687	687
Accumulated deficit	(81,526)	(85,934)
Accumulated other comprehensive income	31	38
Treasury stock, at cost, 150,675,136 shares	(7,400)	(7,400)
Total stockholders' equity (See Note 1: Senior Preferred Stock Purchase Agreement and Senior Preferred Stock for information on the related dividend obligation and liquidation preference)	51,758	47,357
Total liabilities and equity	\$ 4,285,029	\$ 4,229,166

See Notes to Condensed Consolidated Financial Statements

FANNIE MAE

(In conservatorship)

Condensed Consolidated Statements of Operations and Comprehensive Income — (Unaudited)

(Dollars and shares in millions, except per share amounts)

	For the Three Months Ended March 31,	
	2022	2021
Interest income:		
Trading securities	\$ 156	\$ 140
Available-for-sale securities	10	19
Mortgage loans	27,142	23,353
Securities purchased under agreements to resell or similar arrangements	6	8
Other	26	42
Total interest income	27,340	23,562
Interest expense:		
Short-term debt	(1)	(3)
Long-term debt	(19,940)	(16,817)
Total interest expense	(19,941)	(16,820)
Net interest income	7,399	6,742
Benefit (provision) for credit losses	(240)	765
Net interest income after benefit (provision) for credit losses	7,159	7,507
Investment gains (losses), net	(102)	45
Fair value gains, net	480	784
Fee and other income	83	87
Non-interest income	461	916
Administrative expenses:		
Salaries and employee benefits	(407)	(387)
Professional services	(209)	(214)
Other administrative expenses	(192)	(147)
Total administrative expenses	(808)	(748)
Foreclosed property income	39	5
Temporary Payroll Tax Cut Continuation Act of 2011 ("TCCA") fees	(824)	(731)
Credit enhancement expense	(278)	(284)
Change in expected credit enhancement recoveries	60	(31)
Other expenses, net	(236)	(319)
Total expenses	(2,047)	(2,108)
Income before federal income taxes	5,573	6,315
Provision for federal income taxes	(1,165)	(1,322)
Net income	4,408	4,993
Other comprehensive loss:		
Changes in unrealized losses on available-for-sale securities, net of reclassification adjustments and taxes	(5)	(23)
Other, net of taxes	(2)	(4)
Total other comprehensive loss	(7)	(27)
Total comprehensive income	\$ 4,401	\$ 4,966
Net income	\$ 4,408	\$ 4,993
Dividends distributed or amounts attributable to senior preferred stock	(4,401)	(4,966)
Net income attributable to common stockholders	\$ 7	\$ 27
Earnings per share:		
Basic	\$ 0.00	\$ 0.00
Diluted	0.00	0.00
Weighted-average common shares outstanding:		
Basic	5,867	5,867
Diluted	5,893	5,893

See Notes to Condensed Consolidated Financial Statements

FANNIE MAE**(In conservatorship)****Condensed Consolidated Statements of Cash Flows — (Unaudited)****(Dollars in millions)**

	For the Three Months Ended March 31,	
	2022	2021
Net cash provided by operating activities	\$ 3,358	\$ 24,883
Cash flows provided by (used in) investing activities:		
Purchases of loans held for investment	(95,844)	(214,402)
Proceeds from repayments of loans acquired as held for investment of Fannie Mae	2,307	2,889
Proceeds from repayments and sales of loans acquired as held for investment of consolidated trusts	163,244	337,028
Advances to lenders	(68,231)	(114,805)
Proceeds from disposition of acquired property and preforeclosure sales	701	1,064
Net change in federal funds sold and securities purchased under agreements to resell or similar arrangements	2,836	(26,737)
Other, net	(691)	522
Net cash provided by (used in) investing activities	4,322	(14,441)
Cash flows provided by (used in) financing activities:		
Proceeds from issuance of debt of Fannie Mae	97,899	54,780
Payments to redeem debt of Fannie Mae	(117,002)	(69,735)
Proceeds from issuance of debt of consolidated trusts	180,031	339,056
Payments to redeem debt of consolidated trusts	(188,258)	(335,896)
Other, net	—	71
Net cash used in financing activities	(27,330)	(11,724)
Net decrease in cash, cash equivalents and restricted cash and cash equivalents	(19,650)	(1,282)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	108,631	115,623
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 88,981	\$ 114,341
Cash paid during the period for:		
Interest	\$ 24,475	\$ 27,019
Income taxes	—	—

See Notes to Condensed Consolidated Financial Statements

FANNIE MAE
(In conservatorship)
**Condensed Consolidated Statements of Changes in
Equity — (Unaudited)**
(Dollars and shares in millions)

	Fannie Mae Stockholders' Equity									
	Shares Outstanding			Senior Preferred Stock	Preferred Stock	Common Stock	Accumulated Deficit	Accumulated Other Comprehensive Income	Treasury Stock	Total Equity
	Senior Preferred	Preferred	Common							
Balance as of December 31, 2021	1	556	1,158	\$ 120,836	\$ 19,130	\$ 687	\$ (85,934)	\$ 38	\$ (7,400)	\$ 47,357
Comprehensive income:										
Net income	—	—	—	—	—	—	4,408	—	—	4,408
Other comprehensive income, net of tax effect:										
Changes in net unrealized gains on available- for-sale securities (net of taxes of \$2)	—	—	—	—	—	—	—	(9)	—	(9)
Reclassification adjustment for gains included in net income (net of taxes of \$1)	—	—	—	—	—	—	—	4	—	4
Other (net of taxes of \$1)	—	—	—	—	—	—	—	(2)	—	(2)
Total comprehensive income										4,401
Balance as of March 31, 2022	1	556	1,158	\$ 120,836	\$ 19,130	\$ 687	\$ (81,526)	\$ 31	\$ (7,400)	\$ 51,758

	Fannie Mae Stockholders' Equity									
	Shares Outstanding			Senior Preferred Stock	Preferred Stock	Common Stock	Accumulated Deficit	Accumulated Other Comprehensive Income	Treasury Stock	Total Equity
	Senior Preferred	Preferred	Common							
Balance as of December 31, 2020	1	556	1,158	\$ 120,836	\$ 19,130	\$ 687	\$ (108,110)	\$ 116	\$ (7,400)	\$ 25,259
Comprehensive income:										
Net income	—	—	—	—	—	—	4,993	—	—	4,993
Other comprehensive income, net of tax effect:										
Changes in net unrealized gains on available- for-sale securities (net of taxes of \$3)	—	—	—	—	—	—	—	(12)	—	(12)
Reclassification adjustment for gains included in net income (net of taxes of \$3)	—	—	—	—	—	—	—	(11)	—	(11)
Other (net of taxes of \$(1))	—	—	—	—	—	—	—	(4)	—	(4)
Total comprehensive income										4,966
Balance as of March 31, 2021	1	556	1,158	\$ 120,836	\$ 19,130	\$ 687	\$ (103,117)	\$ 89	\$ (7,400)	\$ 30,225

See Notes to Condensed Consolidated Financial Statements

FANNIE MAE

(In conservatorship)

Notes to Condensed Consolidated Financial Statements (Unaudited)

1. Summary of Significant Accounting Policies

Fannie Mae is a leading source of financing for mortgages in the United States. We are a shareholder-owned corporation organized as a government-sponsored entity ("GSE") and existing under the Federal National Mortgage Association Charter Act (the "Charter Act" or our "charter"). Our charter is an act of Congress, and we have a purpose under that charter to provide liquidity and stability to the residential mortgage market and to promote access to mortgage credit. Our regulators include the Federal Housing Finance Agency ("FHFA"), the U.S. Department of Housing and Urban Development ("HUD"), the U.S. Securities and Exchange Commission ("SEC") and the U.S. Department of the Treasury ("Treasury"). The U.S. government does not guarantee our securities or other obligations.

We have been under conservatorship, with FHFA acting as conservator, since September 6, 2008. See below and "Note 1, Summary of Significant Accounting Policies" in our annual report on Form 10-K for the year ended December 31, 2021 ("2021 Form 10-K") for additional information on our conservatorship and the impact of U.S. government support of our business.

The unaudited interim condensed consolidated financial statements as of and for the three months ended March 31, 2022 and related notes should be read in conjunction with our audited consolidated financial statements and related notes included in our 2021 Form 10-K.

Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") for interim financial information and with the SEC's instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and note disclosures required by GAAP for complete consolidated financial statements. In the opinion of management, all adjustments of a normal recurring nature considered necessary for a fair presentation have been included. The accompanying condensed consolidated financial statements include our accounts as well as the accounts of other entities in which we have a controlling financial interest. All intercompany accounts and transactions have been eliminated. Results for the three months ended March 31, 2022 may not necessarily be indicative of the results for the year ending December 31, 2022.

Use of Estimates

Preparing condensed consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect our reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the dates of our condensed consolidated financial statements, as well as our reported amounts of revenues and expenses during the reporting periods. Management has made significant estimates in a variety of areas including, but not limited to, the allowance for loan losses. Actual results could be different from these estimates.

Conservatorship

On September 7, 2008, the Secretary of the Treasury and the Director of FHFA announced several actions taken by Treasury and FHFA regarding Fannie Mae, which included: (1) placing us in conservatorship, with FHFA acting as our conservator, and (2) the execution of a senior preferred stock purchase agreement by our conservator, on our behalf, and Treasury, pursuant to which we issued to Treasury both senior preferred stock and a warrant to purchase common stock.

Under the Federal Housing Enterprises Financial Safety and Soundness Act of 1992, as amended, including by the Housing and Economic Recovery Act of 2008 (together, the "GSE Act"), the conservator immediately succeeded to (1) all rights, titles, powers and privileges of Fannie Mae, and of any stockholder, officer or director of Fannie Mae with respect to Fannie Mae and its assets, and (2) title to the books, records and assets of any other legal custodian of Fannie Mae. The conservator subsequently issued an order that provided for our Board of Directors to exercise specified functions and authorities. The conservator also provided instructions regarding matters for which conservator

decision or notification is required. The conservator retains the authority to amend or withdraw its order and instructions at any time.

The conservatorship has no specified termination date and there continues to be significant uncertainty regarding our future, including how long we will continue to exist in our current form, the extent of our role in the market, the level of government support of our business, how long we will be in conservatorship, what form we will have and what ownership interest, if any, our current common and preferred stockholders will hold in us after the conservatorship is terminated and whether we will continue to exist following conservatorship. Under the GSE Act, FHFA must place us into receivership if the Director of FHFA makes a written determination that our assets are less than our obligations or if we have not been paying our debts, in either case, for a period of 60 days. In addition, the Director of FHFA may place us into receivership at the Director's discretion at any time for other reasons set forth in the GSE Act, including if we are critically undercapitalized or if we are undercapitalized and have no reasonable prospect of becoming adequately capitalized. Should we be placed into receivership, different assumptions would be required to determine the carrying value of our assets, which would lead to substantially different financial results. Treasury has made a commitment under the senior preferred stock purchase agreement to provide funding to us under certain circumstances if we have a net worth deficit. We are not aware of any plans of FHFA (1) to fundamentally change our business model, or (2) to reduce the aggregate amount available to or held by the company under our equity structure, which includes the senior preferred stock purchase agreement.

Senior Preferred Stock Purchase Agreement and Senior Preferred Stock

We discuss more fully our senior preferred stock and the terms of the senior preferred stock purchase agreement, as amended, including Treasury's funding commitment, in "Note 11, Equity" in our 2021 Form 10-K.

Treasury has made a commitment under the senior preferred stock purchase agreement to provide funding to us under certain circumstances if we have a net worth deficit. Pursuant to the senior preferred stock purchase agreement, we have received a total of \$119.8 billion from Treasury as of March 31, 2022, and the amount of remaining funding available to us under the agreement is \$113.9 billion. We have not received any funding from Treasury under this commitment since the first quarter of 2018. We had positive net worth of \$51.8 billion as of March 31, 2022.

The dividend provisions of the senior preferred stock permit us to retain increases in our net worth until our net worth exceeds the amount of adjusted total capital necessary for us to meet the capital requirements and buffers under the enterprise regulatory capital framework established by FHFA.

The aggregate liquidation preference of the senior preferred stock increased to \$168.9 billion as of March 31, 2022 and will further increase to \$173.3 billion as of June 30, 2022, due to the \$4.4 billion increase in our net worth in the first quarter of 2022.

Related Parties

Because Treasury holds a warrant to purchase shares of Fannie Mae common stock equal to 79.9% of the total number of shares of Fannie Mae common stock, we and Treasury are deemed related parties.

FHFA's control of both Fannie Mae and Freddie Mac has caused Fannie Mae, FHFA and Freddie Mac to be deemed related parties. Additionally, Fannie Mae and Freddie Mac jointly own Common Securitization Solutions, LLC ("CSS"), a limited liability company created to operate a common securitization platform; as a result, CSS is deemed a related party. As a part of our joint ownership, Fannie Mae, Freddie Mac and CSS are parties to a limited liability company agreement that sets forth the overall framework for the joint venture, including Fannie Mae's and Freddie Mac's rights and responsibilities as members of CSS. Fannie Mae, Freddie Mac and CSS are also parties to a customer services agreement that sets forth the terms under which CSS provides mortgage securitization services to us and Freddie Mac, including the operation of the common securitization platform, as well as an administrative services agreement. CSS operates as a separate company from us and Freddie Mac, with all funding and limited administrative support services and other resources provided to it by us and Freddie Mac.

In the ordinary course of business, Fannie Mae may purchase and sell securities issued by Treasury and Freddie Mac. These transactions occur on the same terms as those prevailing at the time for comparable transactions with unrelated parties. Some of the structured securities we issue are backed in whole or in part by Freddie Mac securities. Fannie Mae and Freddie Mac each have agreed to indemnify the other party for losses caused by: its failure to meet its payment or other specified obligations under the trust agreements pursuant to which the underlying res securitized securities were issued; its failure to meet its obligations under the customer services agreement; its violations of laws; or with respect to material misstatements or omissions in offering documents, ongoing disclosures and related materials

relating to the underlying resecuritized securities. Additionally, we make regular income tax payments to and receive tax refunds from the Internal Revenue Service (“IRS”), a bureau of Treasury.

Transactions with Treasury

Our administrative expenses were reduced by \$4 million for the three months ended March 31, 2022 and 2021, due to reimbursements from Treasury and Freddie Mac for expenses incurred as program administrator for Treasury’s Home Affordable Modification Program and other initiatives under Treasury’s Making Home Affordable Program.

In December 2011, Congress enacted the Temporary Payroll Cut Continuation Act of 2011 (“TCCA”) which, among other provisions, required that we increase our single-family guaranty fees by at least 10 basis points and remit this increase to Treasury. To meet our obligations under the TCCA and at the direction of FHFA, we increased the guaranty fee on all single-family residential mortgages delivered to us by 10 basis points effective April 1, 2012. The resulting fee revenue and expense are recorded in “Interest income: Mortgage loans” and “TCCA fees,” respectively, in our condensed consolidated statements of operations and comprehensive income.

In 2020, FHFA provided guidance that we are not required to accrue or remit TCCA fees to Treasury with respect to loans backing MBS trusts that have been delinquent for four months or longer. Once payments on such loans resume, we will resume accrual and remittance to Treasury of the associated TCCA fees on the loans.

In November 2021, the Infrastructure Investment and Jobs Act was enacted, which extended to October 1, 2032 our obligation under the TCCA to collect 10 basis points in guaranty fees on single-family residential mortgages delivered to us and pay the associated revenue to Treasury. In January 2022, FHFA advised us to continue to pay these TCCA fees to Treasury with respect to all single-family loans acquired by us before October 1, 2032, and to continue to remit these amounts to Treasury on and after October 1, 2032 with respect to loans we acquired before this date until those loans are paid off or otherwise liquidated.

We recognized \$824 million and \$731 million in TCCA fees during the three months ended March 31, 2022 and 2021, respectively, of which \$824 million had not been remitted to Treasury as of March 31, 2022.

The GSE Act requires us to set aside certain funding obligations, a portion of which is attributable to Treasury’s Capital Magnet Fund. These funding obligations, recognized in “Other expenses, net” in our condensed consolidated statements of operations and comprehensive income, are measured as the product of 4.2 basis points and the unpaid principal balance of our total new business purchases for the respective period, with 35% of this amount payable to Treasury’s Capital Magnet Fund. We recognized a total of \$38 million and \$62 million for the three months ended March 31, 2022 and 2021, respectively, in “Other expenses, net” in connection with Treasury’s Capital Magnet Fund, of which \$38 million has not been remitted as of March 31, 2022.

Transactions with FHFA

The GSE Act authorizes FHFA to establish an annual assessment for regulated entities, including Fannie Mae, which is payable on a semi-annual basis (April and October), for FHFA’s costs and expenses, as well as to maintain FHFA’s working capital. We recognized FHFA assessment fees, which are recorded in “Administrative expenses” in our condensed consolidated statements of operations and comprehensive income, of \$32 million and \$37 million for the three months ended March 31, 2022 and 2021, respectively.

Transactions with CSS and Freddie Mac

We contributed capital to CSS, the company we jointly own with Freddie Mac, of \$22 million and \$27 million for the three months ended March 31, 2022 and 2021, respectively.

Earnings per Share

Earnings per share (“EPS”) is presented for basic and diluted EPS. We compute basic EPS by dividing net income attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period. However, as a result of our conservatorship status and the terms of the senior preferred stock, no amounts would be available to distribute as dividends to common or preferred stockholders (other than to Treasury as the holder of the senior preferred stock). Net income attributable to common stockholders excludes amounts attributable to the senior preferred stock. Weighted average common shares include 4.7 billion shares for the periods ended March 31, 2022 and 2021 that would have been issued upon the full exercise of the warrant issued to Treasury from the date the warrant was issued through March 31, 2022 and 2021.

The calculation of diluted EPS includes all the components of basic earnings per share, plus the dilutive effect of common stock equivalents such as convertible securities and stock options. Weighted average shares outstanding is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued. For the three months ended March 31, 2022 and March 31, 2021, our diluted EPS

weighted-average shares outstanding includes 26 million shares issuable upon the conversion of convertible preferred stock.

New Accounting Guidance

Adoption of ASU 2022-02

The Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) 2022-02, Financial Instruments – Credit Losses (Topic 326) Troubled Debt Restructurings and Vintage Disclosures (“ASU 2022-02”) in March 2022. The amendments in ASU 2022-02 eliminate the accounting guidance for troubled debt restructurings (“TDRs”) by creditors while enhancing disclosure requirements for certain loan restructurings by creditors when a borrower is experiencing financial difficulty. Specifically, rather than applying the recognition and measurement guidance for TDRs, an entity would apply the loan refinancing and restructuring guidance to determine whether a modification or other form of restructuring results in a new loan or a continuation of an existing loan.

Additionally, the amendments in this ASU require that an entity disclose current-period gross write-offs by year of origination for financing receivables and net investments in leases in the existing vintage disclosures.

The ASU is effective for fiscal years beginning after December 15, 2022, for creditors that have adopted the amendments in Accounting Standards Update 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. Early adoption is permitted in any interim period and such election may be made individually to adopt the guidance related to TDRs, including related disclosures, and the presentation of gross write-offs in the vintage disclosure. ASU 2022-02 requires prospective transition for the disclosures related to loan restructurings for borrowers experiencing financial difficulty and the presentation of gross write-offs in the vintage disclosures. The guidance related to the recognition and measurement of TDRs may be adopted on a prospective or modified retrospective transition method.

We elected to early adopt the guidance related to the elimination of the recognition and measurement of TDRs and the enhancement of disclosures for loan restructurings for borrowers experiencing financial difficulty as of January 1, 2022, using the prospective transition method. As of our adoption date, all restructurings, including restructurings for borrowers experiencing financial difficulty, are evaluated to determine whether they result in a new loan or a continuation of an existing loan. Loan restructurings for borrowers experiencing financial difficulty are generally accounted for as a continuation of the existing loan as the terms of the restructured loans are typically not at market rates. At adoption of this guidance on January 1, 2022, there was no material impact on our financial statements.

When a single-family loan is restructured under ASU 2022-02, we continue to measure impairment on the loan using a discounted cash flow approach that utilizes a prepayment-adjusted discount rate that is based on the loan’s restructured terms. Under the TDR accounting model, we used the discount rate that was in effect prior to the restructuring to measure impairment. Using the interest rate that was in effect prior to the restructuring resulted in the recognition, in the allowance for loan losses, of the economic concession that we granted to borrowers as part of the loan restructuring. Using a post-restructuring interest rate does not result in the recognition of an economic concession in the allowance for loan losses.

As we have elected a prospective transition, the economic concession on a loan that was previously restructured and accounted for as a TDR will continue to be measured in our allowance for loan losses using the discount rate that was in effect prior to the restructuring and the economic concession may increase or decrease as we update our cash flow assumptions related to the loan’s expected life. Further, the component of the allowance for loan losses representing economic concessions will decrease as the borrower makes payments in accordance with the restructured terms of the mortgage loan and as the loan is sold, liquidated, or subsequently restructured.

In general, the accounting for restructurings made to borrowers experiencing financial difficulty upon adoption of the ASU is consistent with the accounting that we applied to troubled debt restructurings under section 4013 of the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), and the Consolidated Appropriations Act of 2021, which provided temporary relief from the accounting and reporting requirements for certain troubled debt restructurings related to COVID-19 beginning March 2020 through January 1, 2022.

We plan to adopt the disclosure guidance related to the presentation of gross write-offs by year of origination in our vintage disclosures upon the effective date of ASU 2022-02, January 1, 2023. We do not expect the adoption of the guidance requiring gross write-offs by year of origination in our vintage disclosures to have a material impact on our financial statements.

Fair Value Hedging - Portfolio Layer Method

On March 28, 2022, the FASB issued ASU 2022-01, Fair Value Hedging - Portfolio Layer Method, which clarifies the guidance on fair value hedge accounting of interest rate risk portfolios of financial assets. The ASU expands the scope

of the current last-of-layer method to allow entities to apply this method, renamed the portfolio layer method, to non-prepayable financial assets and to designate multiple hedge relationships within a single closed portfolio of financial assets. Additionally, the ASU clarifies that basis adjustments related to existing portfolio layer hedge relationships should not be considered when measuring credit losses on the financial assets included in the closed portfolio. Further, the ASU clarifies that any reversal of fair value hedge basis adjustments associated with an actual breach should be recognized in interest income immediately.

The ASU is effective for public business entities for fiscal years beginning after December 15, 2022, and interim periods within those years. We plan to adopt this guidance effective January 1, 2023. The adoption of this guidance is not expected to have a material impact on our financial statements.

2. Consolidations and Transfers of Financial Assets

We have interests in various entities that are considered to be variable interest entities (“VIEs”). The primary types of entities are securitization and resecuritization trusts, limited partnerships and special purpose vehicles (“SPVs”). These interests include investments in securities issued by VIEs, such as Fannie Mae MBS created pursuant to our securitization transactions and our guaranty to the entity. We consolidate the substantial majority of our single-class securitization trusts because our role as guarantor and master servicer provides us with the power to direct matters (primarily the servicing of mortgage loans) that impact the credit risk to which we are exposed. In contrast, we do not consolidate single-class securitization trusts when other organizations have the power to direct these activities unless we have the unilateral ability to dissolve the trust. We also do not consolidate our resecuritization trusts unless we have the unilateral ability to dissolve the trust. Historically, the vast majority of underlying assets of our resecuritization trusts were limited to Fannie Mae securities that were collateralized by mortgage loans held in consolidated trusts. However, with our issuance of uniform mortgage-backed securities (“UMBS[®]”), we include securities issued by Freddie Mac in some of our resecuritization trusts. The mortgage loans that serve as collateral for Freddie Mac-issued securities are not held in trusts that are consolidated by Fannie Mae.

Unconsolidated VIEs

We do not consolidate VIEs when we are not deemed to be the primary beneficiary. Our unconsolidated VIEs include securitization and resecuritization trusts, limited partnerships, and certain SPVs designed to transfer credit risk. The following table displays the carrying amount and classification of our assets and liabilities that relate to our involvement with unconsolidated securitization and resecuritization trusts.

	As of	
	March 31, 2022	December 31, 2021
(Dollars in millions)		
Assets and liabilities recorded in our condensed consolidated balance sheets related to unconsolidated mortgage-backed trusts:		
Assets:		
Trading securities:		
Fannie Mae	\$ 1,254	\$ 984
Non-Fannie Mae	2,837	3,030
Total trading securities	4,091	4,014
Available-for-sale securities:		
Fannie Mae	476	495
Non-Fannie Mae	191	200
Total available-for-sale securities	667	695
Other assets	34	35
Other liabilities	(40)	(41)
Net carrying amount	\$ 4,752	\$ 4,703

Our maximum exposure to loss generally represents the greater of our carrying value in the entity or the unpaid principal balance of the assets covered by our guaranty. Our involvement in unconsolidated resecuritization trusts may give rise to additional exposure to loss depending on the type of resecuritization trust. Fannie Mae non-commingled resecuritization trusts are backed entirely by Fannie Mae MBS. These non-commingled single-class and multi-class

res securitization trusts are not consolidated and do not give rise to any additional exposure to loss as we already consolidate the underlying collateral.

Fannie Mae commingled res securitization trusts are backed in whole or in part by Freddie Mac securities. The guaranty that we provide to these commingled res securitization trusts may increase our exposure to loss to the extent that we are providing a guaranty for the timely payment and interest on the underlying Freddie Mac securities that we have not previously guaranteed. Our maximum exposure to loss for these unconsolidated trusts is measured by the amount of Freddie Mac securities that are held in these res securitization trusts.

Our maximum exposure to loss related to unconsolidated securitization and res securitization trusts, which includes but is not limited to our exposure to these Freddie Mac securities, was approximately \$243 billion and \$220 billion as of March 31, 2022 and December 31, 2021, respectively. The total assets of our unconsolidated securitization and res securitization trusts were approximately \$260 billion and \$250 billion as of March 31, 2022 and December 31, 2021, respectively.

The maximum exposure to loss for our unconsolidated limited partnerships and similar legal entities, which consist of low-income housing tax credit ("LIHTC") investments, community investments and other entities, was \$334 million and the related net carrying value was \$328 million as of March 31, 2022. As of December 31, 2021, the maximum exposure to loss was \$292 million and the related net carrying value was \$288 million. The total assets of these limited partnership investments were \$3.7 billion as of March 31, 2022 and December 31, 2021.

The maximum exposure to loss related to our involvement with unconsolidated SPVs that transfer credit risk represents the unpaid principal balance and accrued interest payable of obligations issued by the Connecticut Avenue Securities® ("CAS") and Multifamily Connecticut Avenue Securities™ ("MCAS™") SPVs. The maximum exposure to loss related to these unconsolidated SPVs was \$13.6 billion and \$10.4 billion as of March 31, 2022 and December 31, 2021, respectively. The total assets related to these unconsolidated SPVs were \$13.7 billion and \$10.4 billion as of March 31, 2022 and December 31, 2021, respectively.

The unpaid principal balance of our multifamily loan portfolio was \$410.2 billion as of March 31, 2022. As our lending relationship does not provide us with a controlling financial interest in the borrower entity, we do not consolidate these borrowers regardless of their status as either a VIE or a voting interest entity. We have excluded these entities from our VIE disclosures. However, the disclosures we have provided in "Note 3, Mortgage Loans," "Note 4, Allowance for Loan Losses" and "Note 6, Financial Guarantees" with respect to this population are consistent with the FASB's stated objectives for the disclosures related to unconsolidated VIEs.

Transfers of Financial Assets

We issue Fannie Mae MBS through portfolio securitization transactions by transferring pools of mortgage loans or mortgage-related securities to one or more trusts or special purpose entities. We are considered to be the transferor when we transfer assets from our own retained mortgage portfolio in a portfolio securitization transaction. For the three months ended March 31, 2022 and 2021, the unpaid principal balance of portfolio securitizations was \$102.8 billion and \$216.7 billion, respectively. The substantial majority of these portfolio securitization transactions generally do not qualify for sale treatment. Portfolio securitization trusts that do qualify for sale treatment primarily consist of loans that are guaranteed or insured, in whole or in part, by the U.S. government.

We retain interests from the transfer and sale of mortgage-related securities to unconsolidated single-class and multi-class portfolio securitization trusts. As of March 31, 2022, the unpaid principal balance of retained interests was \$1.5 billion and its related fair value was \$2.2 billion. As of December 31, 2021, the unpaid principal balance of retained interests was \$1.1 billion and its related fair value was \$2.0 billion. For the three months ended March 31, 2022 and 2021, the principal, interest and other fees received on retained interests was \$114 million and \$143 million, respectively.

3. Mortgage Loans

We own single-family mortgage loans, which are secured by four or fewer residential dwelling units, and multifamily mortgage loans, which are secured by five or more residential dwelling units. We classify these loans as either held for investment ("HFI") or held for sale ("HFS"). For purposes of our notes to the condensed consolidated financial statements, we report the amortized cost of HFI loans for which we have not elected the fair value option at the unpaid principal balance, net of unamortized premiums and discounts, hedge-related basis adjustments, other cost basis adjustments, and accrued interest receivable in these "Note 3, Mortgage Loans" disclosures. For purposes of our condensed consolidated balance sheets, we present accrued interest receivable, net separately from the amortized cost of our loans held for investment. We report the carrying value of HFS loans at the lower of cost or fair value and record valuation changes in "Investment gains (losses), net" in our condensed consolidated statements of operations and comprehensive income.

For purposes of the single-family mortgage loan disclosures below, we display loans by class of financing receivable type. Financing receivable classes used for disclosure consist of: "20- and 30-year or more, amortizing fixed-rate," "15-year or less, amortizing fixed-rate," "Adjustable-rate," and "Other." The "Other" class primarily consists of reverse mortgage loans, interest-only loans, negative-amortizing loans and second liens.

The following table displays the carrying value of our mortgage loans and allowance for loan losses.

	As of	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Single-family	\$ 3,579,290	\$ 3,495,573
Multifamily	410,190	403,452
Total unpaid principal balance of mortgage loans	3,989,480	3,899,025
Cost basis and fair value adjustments, net	66,957	74,846
Allowance for loan losses for HFI loans	(5,899)	(5,629)
Total mortgage loans ⁽¹⁾	\$ 4,050,538	\$ 3,968,242

⁽¹⁾ Excludes \$9.3 billion and \$9.1 billion of accrued interest receivable, net of allowance as of March 31, 2022 and December 31, 2021.

The following table displays information about our redesignation of loans from HFI to HFS and the sales of mortgage loans during the period.

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Single-family loans redesignated from HFI to HFS:		
Amortized cost	\$ 1,181	\$ 3,112
Lower of cost or fair value adjustment at time of redesignation ⁽¹⁾	(13)	(54)
Allowance reversed at time of redesignation	63	361
Single-family loans sold:		
Unpaid principal balance	\$ —	\$ 208
Realized gains, net	—	2

⁽¹⁾ Consists of the write-off against the allowance at the time of redesignation.

The amortized cost of single-family mortgage loans for which formal foreclosure proceedings were in process was \$5.1 billion as of March 31, 2022 and \$4.4 billion as of December 31, 2021. As a result of our various loss mitigation and foreclosure prevention efforts, we expect that a portion of the loans in the process of formal foreclosure proceedings will not ultimately foreclose.

Aging Analysis

The following tables display an aging analysis of the total amortized cost of our HFI mortgage loans by portfolio segment and class of financing receivable, excluding loans for which we have elected the fair value option.

As of March 31, 2022									
	30 - 59 Days Delinquent	60 - 89 Days Delinquent	Seriously Delinquent ⁽¹⁾	Total Delinquent	Current	Total	Loans 90 Days or More Delinquent and Accruing Interest	Nonaccrual Loans with No Allowance	
(Dollars in millions)									
Single-family:									
20- and 30-year or more, amortizing fixed-rate	\$ 19,604	\$ 5,276	\$ 30,615	\$ 55,495	\$ 2,990,605	\$ 3,046,100	\$ 19,646	\$ 5,135	
15-year or less, amortizing fixed-rate	1,532	300	1,323	3,155	531,639	534,794	1,061	147	
Adjustable-rate	146	36	266	448	25,743	26,191	198	55	
Other ⁽²⁾	594	188	1,497	2,279	33,548	35,827	735	459	
Total single-family	21,876	5,800	33,701	61,377	3,581,535	3,642,912	21,640	5,796	
Multifamily ⁽³⁾	72	N/A	1,558	1,630	410,837	412,467	194	98	
Total	\$ 21,948	\$ 5,800	\$ 35,259	\$ 63,007	\$ 3,992,372	\$ 4,055,379	\$ 21,834	\$ 5,894	

As of December 31, 2021									
	30 - 59 Days Delinquent	60 - 89 Days Delinquent	Seriously Delinquent ⁽¹⁾	Total Delinquent	Current	Total	Loans 90 Days or More Delinquent and Accruing Interest	Nonaccrual Loans with No Allowance	
(Dollars in millions)									
Single-family:									
20- and 30-year or more, amortizing fixed-rate	\$ 22,862	\$ 5,192	\$ 38,288	\$ 66,342	\$ 2,902,763	\$ 2,969,105	\$ 24,236	\$ 6,271	
15-year or less, amortizing fixed-rate	2,024	326	1,799	4,149	529,278	533,427	1,454	193	
Adjustable-rate	161	36	374	571	25,771	26,342	287	63	
Other ⁽²⁾	786	204	1,942	2,932	35,013	37,945	1,008	545	
Total single-family	25,833	5,758	42,403	73,994	3,492,825	3,566,819	26,985	7,072	
Multifamily ⁽³⁾	114	N/A	1,693	1,807	404,398	406,205	317	107	
Total	\$ 25,947	\$ 5,758	\$ 44,096	\$ 75,801	\$ 3,897,223	\$ 3,973,024	\$ 27,302	\$ 7,179	

⁽¹⁾ Single-family seriously delinquent loans are loans that are 90 days or more past due or in the foreclosure process. Multifamily seriously delinquent loans are loans that are 60 days or more past due.

⁽²⁾ Reverse mortgage loans included in "Other" are not aged due to their nature and are included in the current column.

⁽³⁾ Multifamily loans 60-89 days delinquent are included in the seriously delinquent column.

Credit Quality Indicators

The following tables display the total amortized cost of our single-family HFI loans by class of financing receivable, year of origination and credit quality indicator, excluding loans for which we have elected the fair value option. The estimated mark-to-market loan-to-value ("LTV") ratio is a primary factor we consider when estimating our allowance for loan losses for single-family loans. As LTV ratios increase, the borrower's equity in the home decreases, which may negatively affect the borrower's ability to refinance or to sell the property for an amount at or above the outstanding balance of the loan.

	As of March 31, 2022, by Year of Origination ⁽¹⁾						
	2022	2021	2020	2019	2018	Prior	Total
	(Dollars in millions)						
Estimated mark-to-market LTV ratio: ⁽²⁾							
20- and 30-year or more, amortizing fixed-rate:							
Less than or equal to 80%	\$ 92,062	\$ 878,578	\$ 867,141	\$ 165,154	\$ 80,064	\$ 730,193	\$ 2,813,192
Greater than 80% and less than or equal to 90%	12,914	131,409	20,233	1,851	842	1,786	169,035
Greater than 90% and less than or equal to 100%	21,743	38,695	1,911	474	161	405	63,389
Greater than 100%	—	47	11	10	15	401	484
Total 20- and 30-year or more, amortizing fixed-rate	126,719	1,048,729	889,296	167,489	81,082	732,785	3,046,100
15-year or less, amortizing fixed-rate:							
Less than or equal to 80%	18,861	201,447	149,981	23,495	8,763	129,292	531,839
Greater than 80% and less than or equal to 90%	357	1,933	127	12	2	5	2,436
Greater than 90% and less than or equal to 100%	235	274	2	—	1	2	514
Greater than 100%	—	—	—	—	—	5	5
Total 15-year or less, amortizing fixed-rate	19,453	203,654	150,110	23,507	8,766	129,304	534,794
Adjustable-rate:							
Less than or equal to 80%	812	6,736	2,116	969	1,098	13,825	25,556
Greater than 80% and less than or equal to 90%	71	416	16	3	4	3	513
Greater than 90% and less than or equal to 100%	52	68	1	—	—	1	122
Greater than 100%	—	—	—	—	—	—	—
Total adjustable-rate	935	7,220	2,133	972	1,102	13,829	26,191
Other:							
Less than or equal to 80%	—	—	—	32	252	25,879	26,163
Greater than 80% and less than or equal to 90%	—	—	—	—	2	223	225
Greater than 90% and less than or equal to 100%	—	—	—	—	1	113	114
Greater than 100%	—	—	—	—	1	108	109
Total other	—	—	—	32	256	26,323	26,611
Total	\$ 147,107	\$ 1,259,603	\$ 1,041,539	\$ 192,000	\$ 91,206	\$ 902,241	\$ 3,633,696
Total for all classes by LTV ratio: ⁽²⁾							
Less than or equal to 80%	\$ 111,735	\$ 1,086,761	\$ 1,019,238	\$ 189,650	\$ 90,177	\$ 899,189	\$ 3,396,750
Greater than 80% and less than or equal to 90%	13,342	133,758	20,376	1,866	850	2,017	172,209
Greater than 90% and less than or equal to 100%	22,030	39,037	1,914	474	163	521	64,139
Greater than 100%	—	47	11	10	16	514	598
Total	\$ 147,107	\$ 1,259,603	\$ 1,041,539	\$ 192,000	\$ 91,206	\$ 902,241	\$ 3,633,696

As of December 31, 2021, by Year of Origination⁽¹⁾

	2021	2020	2019	2018	2017	Prior	Total
(Dollars in millions)							
Estimated mark-to-market LTV ratio: ⁽²⁾							
20- and 30-year or more, amortizing fixed-rate:							
Less than or equal to 80%	\$ 798,830	\$ 881,290	\$ 177,909	\$ 87,825	\$ 111,059	\$ 666,327	\$ 2,723,240
Greater than 80% and less than or equal to 90%	129,340	39,689	2,689	1,056	622	1,687	175,083
Greater than 90% and less than or equal to 100%	66,667	2,278	544	229	57	460	70,235
Greater than 100%	21	12	9	16	22	467	547
Total 20- and 30-year or more, amortizing fixed-rate	994,858	923,269	181,151	89,126	111,760	668,941	2,969,105
15-year or less, amortizing fixed-rate:							
Less than or equal to 80%	196,163	157,076	25,390	9,595	20,715	121,027	529,966
Greater than 80% and less than or equal to 90%	2,576	259	16	4	2	7	2,864
Greater than 90% and less than or equal to 100%	579	5	—	1	1	4	590
Greater than 100%	—	—	—	—	2	5	7
Total 15-year or less, amortizing fixed-rate	199,318	157,340	25,406	9,600	20,720	121,043	533,427
Adjustable-rate:							
Less than or equal to 80%	6,166	2,235	1,065	1,236	2,524	12,501	25,727
Greater than 80% and less than or equal to 90%	438	25	7	4	2	3	479
Greater than 90% and less than or equal to 100%	135	1	—	—	—	—	136
Greater than 100%	—	—	—	—	—	—	—
Total adjustable-rate	6,739	2,261	1,072	1,240	2,526	12,504	26,342
Other:							
Less than or equal to 80%	—	—	34	268	655	26,930	27,887
Greater than 80% and less than or equal to 90%	—	—	—	3	6	275	284
Greater than 90% and less than or equal to 100%	—	—	—	1	2	133	136
Greater than 100%	—	—	—	1	1	141	143
Total other	—	—	34	273	664	27,479	28,450
Total	\$ 1,200,915	\$ 1,082,870	\$ 207,663	\$ 100,239	\$ 135,670	\$ 829,967	\$ 3,557,324
Total for all classes by LTV ratio: ⁽²⁾							
Less than or equal to 80%	\$ 1,001,159	\$ 1,040,601	\$ 204,398	\$ 98,924	\$ 134,953	\$ 826,785	\$ 3,306,820
Greater than 80% and less than or equal to 90%	132,354	39,973	2,712	1,067	632	1,972	178,710
Greater than 90% and less than or equal to 100%	67,381	2,284	544	231	60	597	71,097
Greater than 100%	21	12	9	17	25	613	697
Total	\$ 1,200,915	\$ 1,082,870	\$ 207,663	\$ 100,239	\$ 135,670	\$ 829,967	\$ 3,557,324

⁽¹⁾ Excludes \$9.2 billion and \$9.5 billion as of March 31, 2022 and December 31, 2021, respectively, of mortgage loans guaranteed or insured, in whole or in part, by the U.S. government or one of its agencies, which represents primarily reverse mortgages for which we do not calculate an estimated mark-to-market LTV ratio.

⁽²⁾ The aggregate estimated mark-to-market LTV ratio is based on the unpaid principal balance of the loan divided by the estimated current value of the property as of the end of each reported period, which we calculate using an internal valuation model that estimates periodic changes in home value.

The following tables display the total amortized cost of our multifamily HFI loans by year of origination and credit-risk rating, excluding loans for which we have elected the fair value option. Property rental income and property valuations are key inputs to our internally assigned credit risk ratings.

	As of March 31, 2022, by Year of Origination						
	2022	2021	2020	2019	2018	Prior	Total
	(Dollars in millions)						
Internally assigned credit risk rating:							
Non-classified ⁽¹⁾	\$ 7,429	\$ 66,972	\$ 78,830	\$ 62,884	\$ 53,920	\$ 124,949	\$ 394,984
Classified ⁽²⁾	—	98	473	2,570	2,311	12,031	17,483
Total	\$ 7,429	\$ 67,070	\$ 79,303	\$ 65,454	\$ 56,231	\$ 136,980	\$ 412,467

	As of December 31, 2021, by Year of Origination						
	2021	2020	2019	2018	2017	Prior	Total
	(Dollars in millions)						
Internally assigned credit risk rating:							
Non-classified ⁽¹⁾	\$ 58,986	\$ 79,602	\$ 64,278	\$ 55,552	\$ 44,037	\$ 87,549	\$ 390,004
Classified ⁽²⁾	21	595	2,288	2,114	4,091	7,092	16,201
Total	\$ 59,007	\$ 80,197	\$ 66,566	\$ 57,666	\$ 48,128	\$ 94,641	\$ 406,205

⁽¹⁾ A loan categorized as "Non-classified" is current or adequately protected by the current financial strength and debt service capability of the borrower.

⁽²⁾ Represents loans classified as "Substandard" or "Doubtful." Loans classified as "Substandard" have a well-defined weakness that jeopardizes the timely full repayment. "Doubtful" refers to a loan with a weakness that makes collection or liquidation in full highly questionable and improbable based on existing conditions and values. We had no loans classified as doubtful as of March 31, 2022 and loans with an amortized cost of less than \$1 million classified as doubtful as of December 31, 2021.

Loss Mitigation Options for Borrowers Experiencing Financial Difficulty

As part of our loss mitigation activities, we may agree to modify the contractual terms of a loan to a borrower experiencing financial difficulty. In addition to loan modifications, we also provide other loss mitigation options to assist borrowers who experience financial difficulties.

Our disclosures below relating to loss mitigation activities include loan restructurings where the borrower was experiencing financial difficulty, including those restructurings that resulted in an insignificant payment delay. The disclosures exclude loans classified as held for sale and those for which we have elected the fair value option.

Single-Family Loan Restructurings

We offer several types of restructurings to single-family borrowers that may result in a payment delay, interest rate reduction, term extension, or combination thereof. We do not typically offer principal forgiveness.

We offer the following types of restructurings to single-family borrowers that only result in a payment delay:

- a forbearance plan is a short-term loss mitigation option which grants a period of time (typically 3-month increments) during which the borrower's monthly payment obligations are reduced or suspended. A forbearance plan does not impact our reporting of when a loan is considered past due, which remains based on the contractual terms of the loan. Borrowers may exit a forbearance plan by repaying all past due amounts to fully reinstate the loan, paying off the loan in full, or entering into another loss mitigation option, such as a repayment plan, a payment deferral, or a loan modification. The vast majority of forbearance plans offered since 2020 relate to a COVID-19-related financial hardship where we have authorized our servicers to offer a forbearance plan for up to 18 months for eligible borrowers;
- a repayment plan is a short-term loss mitigation option that allows borrowers a specific period of time to return the loan to current status by paying the regular monthly payment plus additional agreed upon delinquent amounts (generally for a period up to 12 months and the monthly repayment plan amount must not exceed 150% of the contractual mortgage payment). A repayment plan does not impact our reporting of when a loan is considered past due, which remains based on the contractual terms of the loan. At the end of the repayment plan, the borrower resumes making the regular monthly payment; and

- a payment deferral is a loss mitigation option which defers the repayment of the delinquent principal and interest payments and other eligible default-related amounts that were advanced on behalf of the borrower by converting them into a non-interest-bearing balance due at the earlier of the payoff date, the maturity date, or sale or transfer of the property. The remaining mortgage terms, interest rate, payment schedule, and maturity date remain unchanged, and no trial period is required. The number of months of payments deferred varies based on the types of hardships the borrower is facing.

We also offer single-family borrowers loan modifications, which contractually change the terms of the loan. These loan modifications may include one or more of the following types of concessions:

- an interest rate reduction, which reduces the contractual interest rate of the loan;
- a term extension, which typically extends the contractual maturity date of the loan to 40 years from the effective date of the modification; or
- a payment delay, which includes capitalizing interest and other eligible default-related amounts that were advanced on behalf of the borrower that are past due into the unpaid principal balance. A payment delay may also include principal forbearance, which includes forbearing repayment of a portion of the principal balance as a non-interest bearing amount due at the earlier of the payoff date, the maturity date, or sale or transfer of the property.

Our loan modification programs generally require completion of a trial period of three to four months where the borrower makes reduced monthly payments prior to receiving the modification. During the trial period, the mortgage loan is not contractually modified and continues to be reported as past due according to its contractual terms. The reduced payments that are made by the borrower during the trial period will result in a payment delay with respect to the original contractual terms of the loan. After successful completion of the trial period, and the borrower's execution of a modification agreement, the mortgage loan is contractually modified.

Multifamily Loan Restructurings

For multifamily borrowers, loan restructurings include short-term forbearance plans and loan modification programs, which primarily result in term extensions of up to one year with no change to the loan's interest rate. In certain cases, we may make more significant modifications of terms for borrowers experiencing financial difficulty, such as reducing the interest rate, converting to interest-only payments, extending the maturity for longer than one year, providing principal forbearance, or some combination of these terms.

Restructurings for Borrowers Experiencing Financial Difficulty

The following table displays the amortized cost of HFI mortgage loans that were restructured during the period by portfolio segment and class of financing receivable as of March 31, 2022.

	For the Three Months Ended March 31, 2022						Total	Percentage of Total by Financing Class ⁽²⁾
	Payment Delay (Only)			Payment Delay and Term Extension ⁽¹⁾	Payment Delay, Term Extension and Interest Rate Reduction ⁽¹⁾			
Forbearance and Repayment Plans	Trial Modification	Payment Deferral	(Dollars in millions)					
Single-family:								
20- and 30-year or more, amortizing fixed-rate	\$ 16,140	\$ 5,380	\$ 6,784	\$ 1,103	\$ 4,547	\$ 33,954	1 %	
15-year or less, amortizing fixed-rate	831	211	394	—	1	1,437	*	
Adjustable-rate	100	51	57	—	5	213	1	
Other	399	224	197	93	226	1,139	3	
Total single-family	17,470	5,866	7,432	1,196	4,779	36,743	1	
Multifamily	267	—	—	29	—	296	*	
Total ⁽³⁾	\$ 17,737	\$ 5,866	\$ 7,432	\$ 1,225	\$ 4,779	\$ 37,039	1	

* Represents less than 0.5% of total by financing class.

⁽¹⁾ Represents loans that received a contractual modification.

⁽²⁾ Based on the amortized cost basis as of period end, divided by the period end amortized cost basis of the corresponding class of financing receivable.

⁽³⁾ Excludes loans that liquidated either through foreclosure, deed-in-lieu of foreclosure, or a short sale. Also excludes loans that paid off prior to period end. Loans may move from one category to another, as a result of the restructuring(s) they received during the period.

Our estimate of future credit losses uses a lifetime methodology, derived from modeled loan performance based on the historical experience of loans with similar risk characteristics, adjusted to reflect current conditions, our current loss mitigation activities and reasonable and supportable forecasts. The credit loss model considers extensive historical loss experience, which would include the impact of the loss mitigation programs that we offer to borrowers experiencing financial difficulty, and also includes the impact of projected loss severities as a result of loan default. The manner in which these loss mitigation programs are factored into our loss estimates do not vary by portfolio segment.

The following table summarizes the financial impacts of loan modifications and payment deferrals made to single-family HFI loans on or after January 1, 2022, the date we adopted ASU 2022-02, through March 31, 2022, presented by class of financing receivable. We discuss the qualitative impacts of forbearance plans, repayment plans, and trial modifications earlier in this footnote. As a result, those loss mitigation options are excluded from the table below.

Loan by class of financing receivable ⁽²⁾ :	For the Three Months Ended March 31, 2022		
	Weighted-Average Interest Rate Reduction	Weighted-Average Term Extension (in Months)	Average Amount Capitalized as a Result of a Payment Delay ⁽¹⁾
20- and 30-year or more, amortizing fixed-rate	1.59 %	178	\$ 23,146
15-year or less, amortizing fixed-rate	0.88	52	20,664
Adjustable-rate	0.22	—	24,838
Other	1.62	186	24,759

⁽¹⁾ Represents the average amount of delinquency-related amounts that were capitalized as part of the loan balance. Amounts are in whole dollars.

⁽²⁾ Excludes the financial effects of modifications for loans that were paid off or otherwise liquidated as of period end.

The following table displays an aging analysis of HFI mortgage loans that entered into a forbearance plan, repayment plan or trial modification on or after January 1, 2022, the date we adopted ASU 2022-02, through March 31, 2022 and remained in one of these loss mitigation options at period end, presented by portfolio segment and class of financing receivable. Loans that receive these loss mitigation options generally remain in default until the loan is no longer delinquent as a result of the payment of all past-due amounts or as a result of a loan modification or payment deferral.

The substantial majority of loans that received a completed modification or payment deferral during the first quarter of 2022 were not in a payment default. Therefore, such restructurings are not included in the aging table below.

	As of March 31, 2022					Current	Total	
	30-59 Days Delinquent	60-89 Days Delinquent ⁽¹⁾	Seriously Delinquent	Total Delinquent				
	(Dollars in millions)							
Single-family:								
20- and 30-year or more, amortizing fixed-rate	\$ 1,765	\$ 2,048	\$ 16,040	\$ 19,853	\$ 1,667	\$ 21,520		
15-year or less, amortizing fixed-rate	98	108	715	921	121	1,042		
Adjustable-rate	8	9	119	136	15	151		
Other	35	42	507	584	39	623		
Total single-family loans modified	1,906	2,207	17,381	21,494	1,842	23,336		
Multifamily	—	N/A	243	243	24	267		
Total loans restructured ⁽²⁾	\$ 1,906	\$ 2,207	\$ 17,624	\$ 21,737	\$ 1,866	\$ 23,603		

⁽¹⁾ Multifamily loans 60-89 days delinquent are included in the seriously delinquent column.

⁽²⁾ Represents the amortized cost basis as of period end.

Troubled Debt Restructuring Disclosures Prior to Our Adoption of ASU 2022-02

Prior to our adoption of ASU 2022-02, we accounted for a modification to the contractual terms of a loan that resulted in granting a concession to a borrower experiencing financial difficulties as a TDR. In addition to formal loan modifications, we accounted for informal restructurings as a TDR if we deferred more than three missed payments to a borrower experiencing financial difficulty. We also classified bankruptcy relief provided to certain borrowers as TDRs. However, our TDR accounting described herein was suspended for most of our loss mitigation activities through our election to account for certain eligible loss mitigation activities occurring between March 2020 and January 1, 2022 under the COVID-19 relief granted pursuant to the CARES Act and the Consolidated Appropriations Act of 2021. On January 1, 2022, we adopted ASU 2022-02, which eliminated TDR accounting prospectively for all restructurings occurring on or after January 1, 2022. Loans that were restructured in a TDR prior to the adoption of ASU 2022-02 will continue to be accounted for under the historical TDR accounting until the loan is paid off, liquidated or subsequently modified. See "Note 1, Summary of Significant Accounting Policies" in our 2021 Form 10-K for more information on the COVID-19 relief from TDR accounting and disclosure requirements, and "Note 1, Summary of Significant Accounting Policies" in this report for more information on our adoption of ASU 2022-02.

The substantial majority of the loan modifications accounted for as TDRs resulted from a payment delay, term extension, interest rate reduction or a combination thereof. The average term extension of a single-family modified loan was 138 months and the average interest rate reduction was 0.52 percentage points for the three months ended March 31, 2021.

The following table displays the number of loans and amortized cost of loans classified as a TDR during the period.

	For the Three Months Ended March 31, 2021	
	Number of Loans	Amortized Cost
	(Dollars in millions)	
Single-family:		
20- and 30-year or more, amortizing fixed-rate	2,989	\$ 471
15-year or less, amortizing fixed-rate	369	28
Adjustable-rate	41	6
Other	154	18
Total single-family	3,553	523
Multifamily	—	—
Total TDRs	3,553	\$ 523

For loans that defaulted in the periods presented and that were classified as a TDR in the twelve months prior to the default, the following table displays the number of loans and the amortized cost of these loans at the time of payment default. For purposes of this disclosure, we defined loans that had a payment default as: single-family and multifamily loans with completed modifications that liquidated during the period, either through foreclosure, deed-in-lieu of foreclosure, or a short sale; single-family loans with completed modifications that are two or more months delinquent during the period; or multifamily loans with completed modifications that are one or more months delinquent during the period.

	For the Three Months Ended March 31, 2021	
	Number of Loans	Amortized Cost
	(Dollars in millions)	
Single-family:		
20- and 30-year or more, amortizing fixed-rate	7,172	\$ 1,327
15-year or less, amortizing fixed-rate	152	11
Adjustable-rate	11	2
Other	633	112
Total single-family	7,968	1,452
Multifamily	—	—
Total TDRs that subsequently defaulted	7,968	\$ 1,452

Nonaccrual Loans

For loans negatively impacted by the COVID-19 pandemic, we continue to recognize interest income for up to six months of delinquency provided that the loan was either current as of March 1, 2020 or originated after March 1, 2020. For single-family loans, we continue to accrue interest income beyond six months of delinquency provided that the collection of principal and interest continues to be reasonably assured. Multifamily loans that are in a forbearance arrangement are placed on nonaccrual status when the borrower is six months past due unless the loan is both well secured and in the process of collection. For single-family and multifamily loans in a forbearance arrangement that are placed on nonaccrual status, cash payments for interest are applied as a reduction of accrued interest receivable until the receivable has been reduced to zero, and then recognized as interest income. For loans that have been negatively impacted by COVID-19, we establish a valuation allowance for expected credit losses on the accrued interest receivable balance applying the process that we have established for both single-family and multifamily loans. The credit expense related to this valuation allowance is classified as a component of the provision for credit losses. Accrued interest receivable is written off when the amount is deemed to be uncollectible. Loans that are in active forbearance plans are not evaluated for write-off. For loans not subject to the COVID-19-related guidance, we have elected not to measure an allowance for credit losses on accrued interest receivable balances as we have a nonaccrual policy to ensure the timely reversal of unpaid accrued interest. See "Note 4, Allowance for Loan Losses" for additional information about our current-period provision for loan losses. For loans not subject to the COVID-19-related nonaccrual policy we discontinue accruing interest when we believe collectability of principal and interest is not reasonably assured, which for a single-family loan we have determined,

based on our historical experience, to be when the loan becomes two months or more past due according to its contractual terms. Single-family and multifamily loans are reported past due if a full payment of principal and interest is not received within one month of its due date.

Interest income previously accrued but not collected is reversed through interest income at the date the loan is placed on nonaccrual status. For single-family loans on nonaccrual status, we recognize income when cash payments are received. We return a non-modified single-family loan to accrual status at the point when the borrower brings the loan current.

As a part of our single-family loss mitigation activities, we restructure loans where the borrower is experiencing financial difficulty. For the purpose of income recognition, we require the borrower to complete a performance period for those loss mitigation arrangements that bring the loan current via the capitalization of the past due principal and interest (i.e., contractual modifications and payment deferrals). In that regard, our contractual modifications generally include a trial period (a performance period of generally 3 to 4 months) that the borrower has to complete before the loan is permanently modified. The loans that receive these contractual modifications are not returned to accrual status until the borrower has successfully made all required payments during the trial period and the modification is made permanent. As payment deferrals do not include a trial period, these restructurings are not returned to accrual status until the borrower has made three consecutive contractual payments. If interest is capitalized pursuant to either a loan modification or a payment deferral, any capitalized interest that had not been previously recognized as interest income is recorded as a discount to the loan and amortized over the life of the loan.

We place a multifamily loan on nonaccrual status when the loan becomes two months or more past due according to its contractual terms unless the loan is well secured such that collectability of principal and accrued interest is reasonably assured. For multifamily loans on nonaccrual status, we apply any payment received on a cost recovery basis to reduce principal on the mortgage loan. We return a multifamily loan to accrual status when the borrower cures the delinquency of the loan.

The table below displays the accrued interest receivable written off through the reversal of interest income for nonaccrual loans.

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Accrued interest receivable written off through the reversal of interest income:		
Single-family	\$ 17	\$ 108
Multifamily	1	—

The tables below include the amortized cost of and interest income recognized on our HFI single-family and multifamily loans on nonaccrual status by class, excluding loans for which we have elected the fair value option.

	As of		For the Three Months Ended March
	March 31, 2022	December 31, 2021	31, 2022
	Amortized Cost		Total Interest Income Recognized ⁽¹⁾
	(Dollars in millions)		
Single-family:			
20- and 30-year or more, amortizing fixed-rate	\$ 13,692	\$ 17,599	\$ 47
15-year or less, amortizing fixed-rate	331	430	1
Adjustable-rate	84	107	—
Other	913	1,101	3
Total single-family	15,020	19,237	51
Multifamily	1,258	1,259	5
Total nonaccrual loans	\$ 16,278	\$ 20,496	\$ 56

	As of		For the Three Months Ended March
	March 31, 2021	December 31, 2020	31, 2021
	Amortized Cost		Total Interest Income Recognized ⁽¹⁾
(Dollars in millions)			
Single-family:			
20- and 30-year or more, amortizing fixed-rate	\$ 30,173	\$ 22,907	\$ 64
15-year or less, amortizing fixed-rate	945	853	2
Adjustable-rate	284	270	1
Other	2,583	2,475	4
Total single-family	33,985	26,505	71
Multifamily	2,153	2,069	8
Total nonaccrual loans	\$ 36,138	\$ 28,574	\$ 79

⁽¹⁾ Interest income recognized includes amortization of any deferred cost basis adjustments while the loan is performing and that is not reversed when the loan is placed on nonaccrual status. For loans negatively impacted by the COVID-19 pandemic, also includes amounts accrued but not collected prior to the loan being placed on nonaccrual status. For single-family, interest income recognized includes payments received on nonaccrual loans held as of period end.

4. Allowance for Loan Losses

We maintain an allowance for loan losses for HFI loans held by Fannie Mae and by consolidated Fannie Mae MBS trusts, excluding loans for which we have elected the fair value option. When calculating our allowance for loan losses, we consider the unpaid principal balance, net of unamortized premiums and discounts, and other cost basis adjustments of HFI loans at the balance sheet date. We record write-offs as a reduction to our allowance for loan losses at the point of foreclosure, completion of a short sale, upon the redesignation of nonperforming and reperforming loans from HFI to HFS or when a loan is determined to be uncollectible.

The following table displays changes in our allowance for single-family loans, multifamily loans and total allowance for loan losses. The benefit or provision for loan losses excludes provision for accrued interest receivable losses, guaranty loss reserves and credit losses on available-for-sale ("AFS") debt securities. Cumulatively, these amounts are recognized as "Benefit (provision) for credit losses" in our condensed consolidated statements of operations and comprehensive income.

	For the Three Months Ended March 31,	
	2022	2021
(Dollars in millions)		
Single-family allowance for loan losses:		
Beginning balance	\$ (4,950)	\$ (9,344)
Benefit (provision) for loan losses	(282)	671
Write-offs	27	71
Recoveries	(33)	(2)
Other	(3)	57
Ending Balance	\$ (5,241)	\$ (8,547)
Multifamily allowance for loan losses:		
Beginning balance	\$ (679)	\$ (1,208)
Benefit for loan losses	28	95
Write-offs	—	33
Recoveries	(7)	(1)
Ending Balance	\$ (658)	\$ (1,081)
Total allowance for loan losses:		
Beginning balance	\$ (5,629)	\$ (10,552)
Benefit (provision) for loan losses	(254)	766
Write-offs	27	104
Recoveries	(40)	(3)
Other	(3)	57
Ending Balance	\$ (5,899)	\$ (9,628)

Our benefit or provision for loan losses can vary substantially from period to period based on a number of factors, such as changes in actual and forecasted home prices or property valuations, fluctuations in actual and forecasted interest rates, borrower payment behavior, events such as natural disasters or pandemics, the type, volume and effectiveness of our loss mitigation activities, including forbearances and loan modifications, the volume of foreclosures completed, and the redesignation of loans from HFI to HFS. Our benefit or provision can also be impacted by updates to the models, assumptions, and data used in determining our allowance for loan losses.

In recent periods, changes in actual and projected interest rates have been a significant driver of our benefit or provision for loan losses as these changes drive prepayment speeds and impact the measurement of the economic concessions granted to borrowers on modified loans. However, pursuant to our adoption of ASU 2022-02 on January 1, 2022, we prospectively discontinued TDR accounting and no longer measure the economic concession for restructurings occurring on or after the adoption date. This accounting will also result in the elimination of any existing economic concession related to a loan that was previously designated as a TDR if such loan is restructured on or after January 1, 2022. See "Note 1, Summary of Significant Accounting Policies—New Accounting Guidance" for more information about our adoption of ASU 2022-02.

The primary factors that contributed to our single-family provision for loan losses in the first quarter of 2022 were a provision for higher actual and projected interest rates partially offset by a benefit from the release of economic concessions.

- Actual and projected interest rates were higher as of March 31, 2022 compared with December 31, 2021. As mortgage rates increase, we expect a decrease in future prepayments on single-family loans, including modified loans accounted for as TDRs. Lower expected prepayments extend the expected lives of these TDR loans, which increases the expected impairment relating to economic concessions provided on them, resulting in a provision for loan losses.

- This was partially offset by a benefit from the release of economic concessions on loans previously designated as TDRs that received loss mitigation arrangements during the quarter. As described above, pursuant to our adoption of accounting guidance ASU 2022-02, we remove from our allowance the prior economic concession recorded on a loan previously designated as a TDR when the loan is modified or receives or extends a loss mitigation arrangement such as a forbearance plan, repayment plan or other loan workout during the period.

The primary factors that contributed to our single-family benefit for loan losses in the first quarter of 2021 were:

- Benefit from actual and expected home price growth. During the first quarter of 2021, home price growth was unseasonably strong. We also increased our expectations for home price growth on a national basis for full-year 2021. Higher home prices decrease the likelihood that loans will default and reduce the amount of credit loss on loans that do default, which impacts our estimate of losses and ultimately reduces our loss reserves and provision for loan losses.
- Benefit from the redesignation of certain reperforming single-family loans from HFI to HFS. We redesignated certain reperforming single-family loans from HFI to HFS, as we no longer intended to hold them for the foreseeable future or to maturity. Upon redesignation of these loans, we recorded the loans at the lower of cost or fair value with a write-off against the allowance for loan losses. Amounts recorded in the allowance related to these loans exceeded the amounts written off, resulting in a benefit for loan losses.
- Benefit from changes in assumptions regarding COVID-19 forbearance and change in actual and expected loan delinquencies. Management continued to apply its judgment and supplemented model results as of March 31, 2021, due to continued uncertainty regarding the loss mitigation outcomes of borrowers in forbearance, and uncertainty regarding the future impact of the pandemic, including the efficacy of the COVID-19 vaccines on new strains of the virus and its effect on the economy. Although uncertainty remained, our expected loan losses as a result of the COVID-19 pandemic decreased in the first quarter of 2021, driven by the passage of the American Rescue Plan, which provided additional economic stimulus and helped support the continued economic recovery. In addition, decreased political uncertainty compared with the end of 2020 combined with the increased progression of the COVID-19 vaccines rollout lessened expectations of loan losses. Based on these factors in the first quarter of 2021, management used its judgment to reduce the non-modeled adjustment that was previously applied to the loss projections developed by our credit loss model.

The impact of these factors was partially offset by the impact of the following factor, which reduced our single-family benefit for loan losses recognized in the first quarter of 2021:

- Provision from higher actual and projected interest rates as mortgage interest rates increased in the first quarter of 2021.

In the first quarter of 2022, the multifamily benefit for loan losses was a result of the reduction in our loan loss reserves primarily due to strong multifamily market fundamentals.

The primary factors that impacted our multifamily benefit for loan losses in the first quarter of 2021 were:

- Benefit from actual and projected economic data. In the first quarter of 2021, property value forecasts increased due to continued demand for multifamily housing. In addition, improved job growth led to an increase in projected average property net operating income, which reduced the probability of loan default, resulting in a benefit for loan losses for the quarter.
- Benefit from changes in expected loan losses as a result of the COVID-19 pandemic. Similar to our single-family provision for loan losses described above, management continued to apply its judgment and supplemented model results as of March 31, 2021, due to continued uncertainty regarding the future impact of the pandemic, including the efficacy of the COVID-19 vaccines on new strains of the virus and its effect on the economy. Although uncertainty remained, our expected loan losses as a result of the COVID-19 pandemic decreased in the first quarter of 2021 driven by positive economic growth and the passage of the American Rescue Plan, which provided additional economic stimulus. Based on these factors in the first quarter of 2021, management used its judgment to reduce the non-modeled adjustment that was previously applied to the loss projections developed by our credit loss model.

5. Investments in Securities

Trading Securities

Trading securities are recorded at fair value with subsequent changes in fair value recorded in "Fair value gains, net" in our condensed consolidated statements of operations and comprehensive income. The following table displays our investments in trading securities.

	As of	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Mortgage-related securities:		
Fannie Mae	\$ 1,789	\$ 1,576
Other agency ⁽¹⁾	2,710	2,893
Private-label and other mortgage securities	127	137
Total mortgage-related securities (includes \$499 million and \$593 million, respectively, related to consolidated trusts)	4,626	4,606
Non-mortgage-related securities:		
U.S. Treasury securities	79,987	83,581
Other securities	16	19
Total non-mortgage-related securities	80,003	83,600
Total trading securities	\$ 84,629	\$ 88,206

⁽¹⁾ Consists of Freddie Mac and Ginnie Mae mortgage-related securities.

The following table displays information about our net trading gains (losses).

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Net trading losses	\$ (1,770)	\$ (758)
Net trading losses recognized in the period related to securities still held at period end	(1,714)	(759)

Available-for-Sale Securities

We record AFS securities at fair value with unrealized gains and losses, recorded net of tax, as a component of "Other comprehensive loss" and we recognize realized gains and losses from the sale of AFS securities in "Investment gains (losses), net" in our condensed consolidated statements of operations and comprehensive income. We define the amortized cost basis of our AFS securities as unpaid principal balance, net of unamortized premiums and discounts, and other cost basis adjustments. We record an allowance for credit losses for AFS securities that reflects the impairment for credit losses, which are limited to the amount that fair value is less than the amortized cost. Impairment due to non-credit losses are recorded as unrealized losses within "Other comprehensive loss."

The following tables display the amortized cost, allowance for credit losses, gross unrealized gains and losses in accumulated other comprehensive income (loss) ("AOCI"), and fair value by major security type for AFS securities.

	As of March 31, 2022				
	Total Amortized Cost ⁽¹⁾	Allowance for Credit Losses ⁽²⁾	Gross Unrealized Gains in AOCI	Gross Unrealized Losses in AOCI	Total Fair Value ⁽¹⁾
	(Dollars in millions)				
Fannie Mae	\$ 478	\$ —	\$ 10	\$ (12)	\$ 476
Other agency ⁽³⁾	11	—	1	—	12
Alt-A and subprime private-label securities	3	—	2	—	5
Mortgage revenue bonds	139	—	4	(2)	141
Other mortgage-related securities	171	—	1	—	172
Total	\$ 802	\$ —	\$ 18	\$ (14)	\$ 806

	As of December 31, 2021				
	Total Amortized Cost ⁽¹⁾	Allowance for Credit Losses ⁽²⁾	Gross Unrealized Gains in AOCI	Gross Unrealized Losses in AOCI	Total Fair Value ⁽¹⁾
	(Dollars in millions)				
Fannie Mae	\$ 492	\$ —	\$ 14	\$ (11)	\$ 495
Other agency ⁽³⁾	12	—	—	—	12
Alt-A and subprime private-label securities	3	—	2	—	5
Mortgage revenue bonds	142	—	5	(3)	144
Other mortgage-related securities	178	—	3	—	181
Total	\$ 827	\$ —	\$ 24	\$ (14)	\$ 837

⁽¹⁾ We exclude from amortized cost and fair value accrued interest of \$2 million as of March 31, 2022 and December 31, 2021, which we record in "Accrued interest receivable, net" in our condensed consolidated balance sheets.

⁽²⁾ Total allowance for credit losses is less than \$0.5 million as of March 31, 2022 and December 31, 2021.

⁽³⁾ Other agency securities consist of securities issued by Freddie Mac and Ginnie Mae.

Fannie Mae and Other Agency Securities

Our Fannie Mae and other agency AFS securities consist of securities issued by us, Freddie Mac, or Ginnie Mae. The principal and interest on these securities are guaranteed by the issuing agency. We believe that the guaranty provided by the issuing agency, the support provided to the agencies by the U.S. government, the importance of the agencies to the liquidity and stability in the secondary mortgage market, and the long history of zero credit losses on agency mortgage-related securities are all indicators that there are currently no credit losses on these securities, even if the security is in an unrealized loss position. In addition, we generally hold these securities that are in an unrealized loss position to recovery. As a result, unless we intend to sell the security, we do not recognize an allowance for credit losses on agency mortgage-related securities.

Non-Agency Mortgage-Related Securities

As of March 31, 2022, substantially all of our non-agency mortgage-related securities were in an unrealized gain position.

The following table displays additional information regarding gross unrealized losses and fair value by major security type for AFS securities in an unrealized loss position, excluding allowance for credit losses.

	As of							
	March 31, 2022				December 31, 2021			
	Less Than 12 Consecutive Months		12 Consecutive Months or Longer		Less Than 12 Consecutive Months		12 Consecutive Months or Longer	
	Gross Unrealized Losses in AOCI	Fair Value	Gross Unrealized Losses in AOCI	Fair Value	Gross Unrealized Losses in AOCI	Fair Value	Gross Unrealized Losses in AOCI	Fair Value
	(Dollars in millions)							
Fannie Mae	\$ (9)	\$ 214	\$ (3)	\$ 97	\$ (5)	\$ 225	\$ (6)	\$ 102
Mortgage revenue bonds	(2)	3	—	—	(3)	3	—	—
Total	\$ (11)	\$ 217	\$ (3)	\$ 97	\$ (8)	\$ 228	\$ (6)	\$ 102

The following table displays the gross realized gains (losses) and proceeds on sales of AFS securities.

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Gross realized gains	\$ —	\$ 13
Total proceeds (excludes initial sale of securities from new portfolio securitizations)	—	115

The following table displays net unrealized gains and losses on AFS securities and other amounts recorded within our accumulated other comprehensive income, net of tax.

	As of	
	March 31, 2022	December 31, 2021
	(Dollars in millions)	
Net unrealized gains on AFS securities for which we have not recorded an allowance for credit losses	\$ 4	\$ 9
Net unrealized gains (losses) on AFS securities for which we have recorded an allowance for credit losses	(2)	(2)
Other	29	31
Accumulated other comprehensive income	\$ 31	\$ 38

Maturity Information

The following table displays the amortized cost and fair value of our AFS securities by major security type and remaining contractual maturity, assuming no principal prepayments. The contractual maturity of mortgage-backed securities is not a reliable indicator of their expected life because borrowers generally have the right to prepay their obligations at any time.

	As of March 31, 2022									
	Total Carrying Amount ⁽¹⁾	Total Fair Value	One Year or Less		After One Year Through Five Years		After Five Years Through Ten Years		After Ten Years	
			Net Carrying Amount ⁽¹⁾	Fair Value	Net Carrying Amount ⁽¹⁾	Fair Value	Net Carrying Amount ⁽¹⁾	Fair Value	Net Carrying Amount ⁽¹⁾	Fair Value
	(Dollars in millions)									
Fannie Mae	\$ 478	\$ 476	\$ —	\$ —	\$ 3	\$ 3	\$ 15	\$ 16	\$ 460	\$ 457
Other agency	11	12	—	—	—	—	1	1	10	11
Alt-A and subprime private-label securities	3	5	—	—	—	—	2	2	1	3
Mortgage revenue bonds	139	141	4	4	20	21	10	10	105	106
Other mortgage-related securities	171	172	—	—	—	—	3	3	168	169
Total	\$ 802	\$ 806	\$ 4	\$ 4	\$ 23	\$ 24	\$ 31	\$ 32	\$ 744	\$ 746

⁽¹⁾ Net carrying amount consists of amortized cost, net of allowance for credit losses on AFS debt securities but does not include any unrealized fair value gains or losses.

6. Financial Guarantees

We recognize a guaranty obligation for our obligation to stand ready to perform on our guarantees to unconsolidated trusts and other guaranty arrangements. These off-balance sheet guarantees expose us to credit losses primarily relating to the unpaid principal balance of our unconsolidated Fannie Mae MBS and other financial guarantees. The maximum remaining contractual term of our guarantees is 31 years; however, the actual term of each guaranty may be significantly less than the contractual term based on the prepayment characteristics of the related mortgage loans. We measure our guaranty reserve for estimated credit losses for off-balance sheet exposures over the contractual period for which they are exposed to the credit risk, unless that obligation is unconditionally cancellable by the issuer.

As the guarantor of structured securities backed in whole or in part by Freddie Mac-issued securities, we extend our guaranty to the underlying Freddie Mac securities in our resecuritization trusts. However, Freddie Mac continues to guarantee the payment of principal and interest on the underlying Freddie Mac securities that we have resecuritized. We do not charge an incremental guaranty fee to include Freddie Mac securities in the structured securities that we issue. When we began issuing UMBS, we entered into an indemnification agreement under which Freddie Mac agreed to indemnify us for losses caused by its failure to meet its payment or other specified obligations under the trust agreements pursuant to which the underlying resecuritized securities were issued. As a result, and due to the funding commitment available to Freddie Mac through its senior preferred stock purchase agreement with Treasury, we have concluded that the associated credit risk is negligible. Accordingly, we exclude from the following table Freddie Mac securities backing unconsolidated Fannie Mae-issued structured securities of approximately \$236.1 billion and \$212.3 billion as of March 31, 2022 and December 31, 2021, respectively.

The following table displays our off-balance sheet maximum exposure, guaranty obligation recognized in our condensed consolidated balance sheets and the potential maximum recovery from third parties through available credit enhancements and recourse related to our financial guarantees.

	As of					
	March 31, 2022			December 31, 2021		
	Maximum Exposure	Guaranty Obligation	Maximum Recovery ⁽¹⁾	Maximum Exposure	Guaranty Obligation	Maximum Recovery ⁽¹⁾
	(Dollars in millions)					
Unconsolidated Fannie Mae MBS	\$ 3,570	\$ 15	\$ 3,470	\$ 3,733	\$ 16	\$ 3,626
Other guaranty arrangements ⁽²⁾	10,328	84	2,105	10,423	85	2,117
Total	\$ 13,898	\$ 99	\$ 5,575	\$ 14,156	\$ 101	\$ 5,743

⁽¹⁾ Recoverability of such credit enhancements and recourse is subject to, among other factors, the ability of our mortgage insurers and the U.S. government, as a financial guarantor, to meet their obligations to us. For information on our mortgage insurers, "Note 10, Concentrations of Credit Risk."

⁽²⁾ Primarily consists of credit enhancements and long-term standby commitments.

7. Short-Term and Long-Term Debt

Short-Term Debt

The following table displays our outstanding short-term debt (debt with an original contractual maturity of one year or less) and weighted-average interest rates of this debt.

	As of			
	March 31, 2022		December 31, 2021	
	Outstanding	Weighted- Average Interest Rate ⁽¹⁾	Outstanding	Weighted- Average Interest Rate ⁽¹⁾
	(Dollars in millions)			
Short-term debt of Fannie Mae	\$ 4,045	0.15 %	\$ 2,795	0.03 %

⁽¹⁾ Includes the effects of discounts, premiums and other cost basis adjustments.

Long-Term Debt

Long-term debt represents debt with an original contractual maturity of greater than one year. The following table displays our outstanding long-term debt.

	As of					
	March 31, 2022			December 31, 2021		
Maturities	Outstanding ⁽¹⁾	Weighted-Average Interest Rate ⁽²⁾	Maturities	Outstanding ⁽¹⁾	Weighted-Average Interest Rate ⁽²⁾	
(Dollars in millions)						
Senior fixed:						
Benchmark notes and bonds	2022 - 2030	\$ 82,954	2.18 %	2022 - 2030	\$ 89,618	2.13 %
Medium-term notes ⁽³⁾	2022 - 2031	38,114	0.60	2022 - 2031	38,312	0.60
Other ⁽⁴⁾	2023 - 2038	6,933	3.79	2023 - 2038	7,045	3.73
Total senior fixed		128,001	1.81		134,975	1.78
Senior floating:						
Medium-term notes ⁽³⁾	2022	37,410	0.42	2022	51,583	0.32
Connecticut Avenue Securities ⁽⁵⁾	2023 - 2031	10,406	4.51	2023 - 2031	11,166	4.30
Other ⁽⁶⁾	2037	307	7.77	2037	373	7.17
Total senior floating		48,123	1.34		63,122	1.05
Total long-term debt of Fannie Mae ⁽⁷⁾		176,124	1.68		198,097	1.55
Debt of consolidated trusts	2022 - 2061	4,028,628	2.03	2022 - 2061	3,957,299	1.89
Total long-term debt		\$ 4,204,752	2.02 %		\$ 4,155,396	1.88 %

⁽¹⁾ Outstanding debt balance consists of the unpaid principal balance, premiums and discounts, fair value adjustments, hedge-related basis adjustments, and other cost basis adjustments.

⁽²⁾ Excludes the effects of fair value adjustments and hedge-related basis adjustments.

⁽³⁾ Includes long-term debt with an original contractual maturity of greater than 1 year and up to 10 years, excluding zero-coupon debt.

⁽⁴⁾ Includes other long-term debt with an original contractual maturity of greater than 10 years and foreign exchange bonds.

⁽⁵⁾ Consists of CAS debt issued prior to November 2018, a portion of which is reported at fair value. See "Note 2, Consolidations and Transfers of Financial Assets" in our 2021 Form 10-K for more information about our CAS structures issued beginning November 2018.

⁽⁶⁾ Consists of structured debt instruments that are reported at fair value.

⁽⁷⁾ Includes unamortized discounts and premiums, fair value adjustments, hedge-related cost basis adjustments, and other cost basis adjustments in a net discount position of \$3.2 billion and \$1.6 billion as of March 31, 2022 and December 31, 2021, respectively.

8. Derivative Instruments

Derivative instruments are an integral part of our strategy in managing interest-rate risk. Derivative instruments may be privately-negotiated, bilateral contracts, or they may be listed and traded on an exchange. We refer to our derivative transactions made pursuant to bilateral contracts as our over-the-counter ("OTC") derivative transactions and our derivative transactions accepted for clearing by a derivatives clearing organization as our cleared derivative transactions. We typically do not settle the notional amount of our risk management derivatives; rather, notional amounts provide the basis for calculating actual payments or settlement amounts. The derivative contracts we use for interest-rate risk management purposes consist primarily of interest-rate swaps and interest-rate options. See "Note 8, Derivative Instruments" in our 2021 Form 10-K for additional information on interest-rate risk management.

We account for certain forms of credit risk transfer transactions as derivatives. In our credit risk transfer transactions, a portion of the credit risk associated with losses on a reference pool of mortgage loans is transferred to a third party. We enter into derivative transactions that are associated with some of our credit risk transfer transactions, whereby we manage investment risk to guarantee that certain unconsolidated VIEs have sufficient cash flows to pay their contractual obligations.

We enter into forward purchase and sale commitments that lock in the future delivery of mortgage loans and mortgage-related securities at a fixed price or yield. Certain commitments to purchase mortgage loans and purchase or sell mortgage-related securities meet the criteria of a derivative. We typically settle the notional amount of our mortgage commitments that are accounted for as derivatives.

We recognize all derivatives as either assets or liabilities in our condensed consolidated balance sheets at their fair value on a trade date basis. Fair value amounts, which are (1) netted to the extent a legal right of offset exists and is enforceable by law at the counterparty level and (2) inclusive of the right or obligation associated with the cash collateral posted or received, are recorded in "Other assets" or "Other liabilities" in our condensed consolidated balance sheets. See "Note 12, Fair Value" for additional information on derivatives recorded at fair value. We present cash flows from derivatives as operating activities in our condensed consolidated statements of cash flows.

Fair Value Hedge Accounting

As discussed in "Note 1, Summary of Significant Accounting Policies" in our 2021 Form 10-K, we implemented a fair value hedge accounting program in January 2021. Pursuant to this program, we may designate certain interest-rate swaps as hedging instruments in hedges of the change in fair value attributable to the designated benchmark interest rate for certain closed pools of fixed-rate, single-family mortgage loans or our funding debt. For hedged items in qualifying fair value hedging relationships, changes in fair value attributable to the designated risk are recognized as a basis adjustment to the hedged item. We also report changes in the fair value of the derivative hedging instrument in the same condensed consolidated statements of operations and comprehensive income line item used to recognize the earnings effect of the hedged item's basis adjustment. The objective of our fair value hedges is to reduce GAAP earnings volatility related to changes in benchmark interest rates.

Notional and Fair Value Position of our Derivatives

The following table displays the notional amount and estimated fair value of our asset and liability derivative instruments, including derivative instruments designated as hedges.

	As of March 31, 2022			As of December 31, 2021		
	Notional Amount	Estimated Fair Value		Notional Amount	Estimated Fair Value	
		Asset Derivatives	Liability Derivatives		Asset Derivatives	Liability Derivatives
	(Dollars in millions)					
Risk management derivatives designated as hedging instruments:						
Swaps: ⁽¹⁾						
Pay-fixed	\$ 5,527	\$ —	\$ —	\$ 4,347	\$ —	\$ —
Receive-fixed	44,264	—	(8)	40,686	—	—
Total risk management derivatives designated as hedging instruments	49,791	—	(8)	45,033	—	—
Risk management derivatives not designated as hedging instruments:						
Swaps: ⁽¹⁾						
Pay-fixed	67,940	—	—	56,817	—	—
Receive-fixed	63,074	—	(2,850)	56,874	—	(1,131)
Basis	24,750	82	—	250	152	—
Foreign currency	326	7	(37)	336	25	(34)
Swaptions: ⁽¹⁾						
Pay-fixed	4,241	94	—	4,341	52	(2)
Receive-fixed	1,091	8	(21)	1,091	10	(21)
Total risk management derivatives not designated as hedging instruments	161,422	191	(2,908)	119,709	239	(1,188)
Netting adjustment ⁽²⁾	—	(109)	2,881	—	(237)	1,173
Total risk management derivatives portfolio	211,213	82	(35)	164,742	2	(15)
Mortgage commitment derivatives:						
Mortgage commitments to purchase whole loans	12,107	23	(96)	13,192	17	(5)
Forward contracts to purchase mortgage-related securities	70,751	64	(958)	58,021	83	(34)
Forward contracts to sell mortgage-related securities	107,452	1,652	(87)	111,173	69	(158)
Total mortgage commitment derivatives	190,310	1,739	(1,141)	182,386	169	(197)
Credit enhancement derivatives	21,620	3	(28)	19,256	—	(21)
Derivatives at fair value	\$ 423,143	\$ 1,824	\$ (1,204)	\$ 366,384	\$ 171	\$ (233)

⁽¹⁾ Centrally cleared derivatives have no ascribable fair value because the positions are settled daily.

⁽²⁾ The netting adjustment represents the effect of the legal right to offset under legally enforceable master netting arrangements to settle with the same counterparty on a net basis, including cash collateral posted and received. Cash collateral posted was \$2.8 billion and \$966 million as of March 31, 2022 and December 31, 2021, respectively. Cash collateral received was \$45 million and \$30 million as of March 31, 2022 and December 31, 2021, respectively.

We record all gains and losses, including accrued interest, on derivatives while they are not in a qualifying designated hedging relationship in "Fair value gains, net" in our condensed consolidated statements of operations and comprehensive income. The following table displays, by type of derivative instrument, the fair value gains and losses, net on our derivatives.

	For the Three Months Ended March 31,	
	2022	2021
	(Dollars in millions)	
Risk management derivatives:		
Swaps:		
Pay-fixed	\$ 2,125	\$ 2,207
Receive-fixed	(2,260)	(1,855)
Basis	(68)	(46)
Foreign currency	(24)	(8)
Swaptions:		
Pay-fixed	44	107
Receive-fixed	(3)	(239)
Futures	—	1
Net contractual interest expense on interest-rate swaps	(11)	(11)
Total risk management derivatives fair value gains (losses), net	(197)	156
Mortgage commitment derivatives fair value gains, net	1,572	1,082
Credit enhancement derivatives fair value losses, net	(22)	(90)
Total derivatives fair value gains, net	\$ 1,353	\$ 1,148

Effect of Fair Value Hedge Accounting

The following table displays the effect of fair value hedge accounting on our condensed consolidated statements of operations and comprehensive income, including gains and losses recognized on fair value hedging relationships.

	For the Three Months Ended March 31,			
	2022		2021	
	Interest Income: Mortgage Loans	Interest Expense: Long-Term Debt	Interest Income: Mortgage Loans	Interest Expense: Long-Term Debt
	(Dollars in millions)			
Total amounts presented in our condensed consolidated statements of operations and comprehensive income	\$ 27,142	\$ (19,940)	\$ 23,353	\$ (16,817)
Gains (losses) from fair value hedging relationships:				
Mortgage loans HFI and related interest-rate contracts:				
Hedged items	\$ (238)	\$ —	\$ (36)	\$ —
Discontinued hedge related basis adjustment amortization	—	—	—	—
Derivatives designated as hedging instruments	227	—	36	—
Interest accruals on hedging instruments	(8)	—	—	—
Debt of Fannie Mae and related interest-rate contracts:				
Hedged items	—	1,623	—	1,195
Discontinued hedge-related basis adjustment amortization	—	(65)	—	(13)
Derivatives designated as hedging instruments	—	(1,524)	—	(1,214)
Interest accruals on derivative hedging instruments	—	47	—	54
Total effect of fair value hedges	\$ (19)	\$ 81	\$ —	\$ 22

9. Segment Reporting

We have two reportable business segments, which are based on the type of business activities each perform: Single-Family and Multifamily. Results of our two business segments are intended to reflect each segment as if it were a stand-alone business. The sum of the results for our two business segments equals our condensed consolidated results of operations. For additional information related to our business segments, including basis of organization and other segment activities, see "Note 10, Segment Reporting" in our 2021 Form 10-K.

Segment Allocations and Results

The majority of our revenues and expenses are directly associated with each respective business segment and are included in determining its operating results. Those revenues and expenses that are not directly attributable to a particular business segment are allocated based on the size of each segment's guaranty book of business. The substantial majority of the gains and losses associated with our risk management derivatives, including the impact of hedge accounting, are allocated to our Single-Family business segment.

The following table displays our segment results.

	For the Three Months Ended March 31,					
	2022			2021		
	Single-Family	Multifamily	Total	Single-Family	Multifamily	Total
	(Dollars in millions)					
Net interest income ⁽¹⁾	\$ 6,255	\$ 1,144	\$ 7,399	\$ 5,894	\$ 848	\$ 6,742
Fee and other income ⁽²⁾	61	22	83	62	25	87
Net revenues	6,316	1,166	7,482	5,956	873	6,829
Investment gains (losses), net ⁽³⁾	(66)	(36)	(102)	64	(19)	45
Fair value gains (losses), net ⁽⁴⁾	527	(47)	480	740	44	784
Administrative expenses	(683)	(125)	(808)	(623)	(125)	(748)
Credit-related income (expense): ⁽⁵⁾						
Benefit (provision) for credit losses	(270)	30	(240)	662	103	765
Foreclosed property income (expense)	34	5	39	17	(12)	5
Total credit-related income (expense)	(236)	35	(201)	679	91	770
TCCA fees ⁽⁶⁾	(824)	—	(824)	(731)	—	(731)
Credit enhancement expense ⁽⁷⁾	(210)	(68)	(278)	(226)	(58)	(284)
Change in expected credit enhancement recoveries ⁽⁸⁾	69	(9)	60	(16)	(15)	(31)
Other expenses, net	(198)	(38)	(236)	(287)	(32)	(319)
Income before federal income taxes	4,695	878	5,573	5,556	759	6,315
Provision for federal income taxes	(986)	(179)	(1,165)	(1,162)	(160)	(1,322)
Net income	\$ 3,709	\$ 699	\$ 4,408	\$ 4,394	\$ 599	\$ 4,993

⁽¹⁾ Net interest income primarily consists of guaranty fees received as compensation for assuming and managing the credit risk on loans underlying Fannie Mae MBS held by third parties for the respective business segment, and the difference between the interest income earned on the respective business segment's mortgage assets in our retained mortgage portfolio and the interest expense associated with the debt funding those assets. Revenues from single-family guaranty fees include revenues generated by the 10 basis point increase in guaranty fees pursuant to the TCCA, the incremental revenue from which is remitted to Treasury and not retained by us. Also includes yield maintenance revenue we recognized on the prepayment of multifamily loans.

⁽²⁾ Single-family fee and other income primarily consists of compensation for engaging in structured transactions and providing other lender services. Multifamily fee and other income consists of fees associated with Multifamily business activities, including credit enhancements for tax-exempt multifamily housing revenue bonds.

⁽³⁾ Single-family investment gains and losses primarily consist of gains and losses on the sale of mortgage assets. Multifamily investment gains and losses primarily consist of gains and losses on securitization activity.

⁽⁴⁾ Single-family fair value gains and losses primarily consist of fair value gains and losses on risk management and mortgage commitment derivatives, trading securities, fair value option debt, and other financial instruments associated with our single-family guaranty book of business. Multifamily fair value gains and losses primarily consist of fair value gains and losses on MBS commitment derivatives, trading securities and other financial instruments associated with our multifamily guaranty book of business.

- (5) Credit-related income or expense is based on the guaranty book of business of the respective business segment and consists of the applicable segment's benefit or provision for credit losses and foreclosed property income or expense on loans underlying the segment's guaranty book of business.
- (6) Consists of the portion of our single-family guaranty fees that is remitted to Treasury pursuant to the TCCA.
- (7) Single-family credit enhancement expense consists of costs associated with our freestanding credit enhancements, which include primarily costs associated with our Credit Insurance Risk Transfer™ ("CIRT™"), Connecticut Avenue Securities® ("CAS") and enterprise-paid mortgage insurance ("EPMI") programs. Multifamily credit enhancement expense primarily consists of costs associated with our Multifamily CIRT™ ("MCIRT™") and Multifamily Connecticut Avenue Securities™ ("MCAS™") programs as well as amortization expense for certain lender risk-sharing programs. Excludes CAS transactions accounted for as debt instruments and credit risk transfer programs accounted for as derivative instruments.
- (8) Consists of change in benefits recognized from our freestanding credit enhancements, primarily from our CAS and CIRT programs as well as certain lender risk-sharing arrangements, including our multifamily Delegated Underwriting and Servicing ("DUSSM") program.

10. Concentrations of Credit Risk

Risk Characteristics of our Guaranty Book of Business

One of the measures by which we gauge our credit risk is the delinquency status of the mortgage loans in our guaranty book of business.

For single-family and multifamily loans, we use this information, in conjunction with housing market and other economic data, to structure our pricing and our eligibility and underwriting criteria to reflect the current risk of loans with higher-risk characteristics, and in some cases we decide to significantly reduce our participation in riskier loan product categories. Management also uses this data together with other credit risk measures to identify key trends that guide the development of our loss mitigation strategies.

We report the delinquency status of our single-family and multifamily guaranty book of business below. We report loans receiving payment forbearance as delinquent according to the contractual terms of the loans.

Single-Family Credit Risk Characteristics

For single-family loans, management monitors the serious delinquency rate, which is the percentage of single-family loans, based on the number of loans, that are 90 days or more past due or in the foreclosure process, and loans that have higher risk characteristics, such as high mark-to-market LTV ratios.

The following tables display the delinquency status and serious delinquency rates for specified loan categories of our single-family conventional guaranty book of business.

	As of					
	March 31, 2022			December 31, 2021		
	30 Days Delinquent	60 Days Delinquent	Seriously Delinquent ⁽¹⁾	30 Days Delinquent	60 Days Delinquent	Seriously Delinquent ⁽¹⁾
Percentage of single-family conventional guaranty book of business based on UPB	0.61 %	0.16 %	0.94 %	0.73 %	0.16 %	1.20 %
Percentage of single-family conventional loans based on loan count	0.72	0.19	1.01	0.86	0.20	1.25

	As of			
	March 31, 2022		December 31, 2021	
	Percentage of Single-Family Conventional Guaranty Book of Business Based on UPB	Serious Delinquency Rate ⁽¹⁾	Percentage of Single-Family Conventional Guaranty Book of Business Based on UPB	Serious Delinquency Rate ⁽¹⁾
Estimated mark-to-market LTV ratio:				
80.01% to 90%	5 %	0.72 %	5 %	0.88 %
90.01% to 100%	2	0.47	2	0.51
Greater than 100%	*	10.86	*	12.41
Geographical distribution:				
California	19	0.79	19	1.01
Florida	6	1.21	6	1.59
Illinois	3	1.28	3	1.55
New Jersey	3	1.49	3	1.90
New York	5	1.87	5	2.24
All other states	64	0.95	64	1.16
Vintages:				
2004 and prior	1	3.12	1	3.48
2005-2008	2	5.14	2	5.87
2009-2022	97	0.81	97	1.01

* Represents less than 0.5% of single-family conventional guaranty book of business.

⁽¹⁾ Based on loan count, consists of single-family conventional loans that were 90 days or more past due or in the foreclosure process as of March 31, 2022 or December 31, 2021.

Multifamily Credit Risk Characteristics

For multifamily loans, management monitors the serious delinquency rate, which is the percentage of multifamily loans, based on unpaid principal balance, that are 60 days or more past due, and loans with other higher risk characteristics to determine the overall credit quality of our multifamily book of business. Higher risk characteristics include, but are not limited to, current debt service coverage ratio ("DSCR") below 1.0 and original LTV ratios greater than 80%. We stratify multifamily loans into different internal risk categories based on the credit risk inherent in each individual loan.

The following tables display the delinquency status and serious delinquency rates for specified loan categories of our multifamily guaranty book of business.

	As of			
	March 31, 2022 ⁽¹⁾		December 31, 2021 ⁽¹⁾	
	30 Days Delinquent	Seriously Delinquent ⁽²⁾	30 Days Delinquent	Seriously Delinquent ⁽²⁾
Percentage of multifamily guaranty book of business	0.02 %	0.38 %	0.03 %	0.42 %

	As of			
	March 31, 2022		December 31, 2021	
	Percentage of Multifamily Guaranty Book of Business ⁽¹⁾	Serious Delinquency Rate ⁽²⁾⁽³⁾	Percentage of Multifamily Guaranty Book of Business ⁽¹⁾	Serious Delinquency Rate ⁽²⁾⁽³⁾
Original LTV ratio:				
Greater than 80%	1 %	0.13 %	1 %	0.13 %
Less than or equal to 80%	99	0.38	99	0.42
Current DSCR below 1.0⁽⁴⁾	2	10.16	2	13.90

⁽¹⁾ Calculated based on the aggregate unpaid principal balance of multifamily loans for each category divided by the aggregate unpaid principal balance of loans in our multifamily guaranty book of business.

- (2) Consists of multifamily loans that were 60 days or more past due as of the dates indicated.
- (3) Calculated based on the unpaid principal balance of multifamily loans that were seriously delinquent divided by the aggregate unpaid principal balance of multifamily loans for each category included in our multifamily guaranty book of business.
- (4) Our estimates of current DSCRs are based on the latest available income information from annual statements for these properties.

Other Concentrations

Mortgage Insurers. Mortgage insurance “risk in force” refers to our maximum potential loss recovery under the applicable mortgage insurance policies in force and is generally based on the loan-level insurance coverage percentage and, if applicable, any aggregate pool loss limit, as specified in the policy.

The following table displays our total mortgage insurance risk in force by primary and pool insurance, as well as the total risk-in-force mortgage insurance coverage as a percentage of the single-family conventional guaranty book of business.

	As of			
	March 31, 2022		December 31, 2021	
	Risk in Force	Percentage of Single-Family Conventional Guaranty Book of Business	Risk in Force	Percentage of Single-Family Conventional Guaranty Book of Business
(Dollars in millions)				
Mortgage insurance risk in force:				
Primary mortgage insurance	\$ 176,962		\$ 176,587	
Pool mortgage insurance	253		261	
Total mortgage insurance risk in force	\$ 177,215	5%	\$ 176,848	5%

The table below displays our mortgage insurer counterparties that provided approximately 10% or more of the risk-in-force mortgage insurance coverage on mortgage loans in our single-family conventional guaranty book of business.

Counterparty: ⁽¹⁾	Percentage of Risk-in-Force Coverage by Mortgage Insurer	
	As of	
	March 31, 2022	December 31, 2021
Arch Capital Group Ltd.	19 %	19 %
Mortgage Guaranty Insurance Corp.	19	19
Radian Guaranty, Inc.	17	17
Enact Mortgage Insurance Corp. ⁽²⁾	17	17
Essent Guaranty, Inc.	16	16
National Mortgage Insurance Corp.	11	11
Others	1	1
Total	100 %	100 %

(1) Insurance coverage amounts provided for each counterparty may include coverage provided by affiliates and subsidiaries of the counterparty.

(2) Genworth Mortgage Insurance Corp. was renamed Enact Mortgage Insurance Corp. effective February 7, 2022.

We have counterparty credit risk relating to the potential insolvency of, or non-performance by, monoline mortgage insurers that insure single-family loans we purchase or guarantee. There is risk that these counterparties may fail to fulfill their obligations to pay our claims under insurance policies. On at least a quarterly basis, we assess our mortgage insurer counterparties' respective abilities to fulfill their obligations to us. Our assessment includes financial reviews and analyses of the insurers' portfolios and capital adequacy. If we determine that it is probable that we will not collect all of our claims from one or more of our mortgage insurer counterparties, it could increase our loss reserves, which could adversely affect our results of operations, liquidity, financial condition and net worth.

When we estimate the credit losses that are inherent in our mortgage loans and under the terms of our guaranty obligations, we also consider the recoveries that we expect to receive from primary mortgage insurance, as mortgage insurance recoveries reduce the severity of the loss associated with defaulted loans if the borrower defaults and title to

the property is subsequently transferred. Mortgage insurance does not cover credit losses that result from a reduction in mortgage interest paid by the borrower in connection with a loan modification, forbearance of principal, or forbearance of scheduled loan payments. We evaluate the financial condition of our mortgage insurer counterparties and adjust the contractually due recovery amounts to ensure that expected credit losses as of the balance sheet date are included in our loss reserve estimate. As a result, if our assessment of one or more of our mortgage insurer counterparties' ability to fulfill their respective obligations to us worsens, it could increase our loss reserves. As of March 31, 2022 and December 31, 2021, our estimated benefit from mortgage insurance, which is based on estimated credit losses as of period end, reduced our loss reserves by \$655 million and \$559 million, respectively.

As of March 31, 2022 and December 31, 2021, we had outstanding receivables of \$515 million and \$533 million, respectively, recorded in "Other assets" in our condensed consolidated balance sheets related to amounts claimed on insured, defaulted loans excluding government-insured loans. As of March 31, 2022 and December 31, 2021, we assessed these outstanding receivables for collectability, and established a valuation allowance of \$463 million and \$479 million, respectively.

Mortgage Servicers and Sellers. Mortgage servicers collect mortgage and escrow payments from borrowers, pay taxes and insurance costs from escrow accounts, monitor and report delinquencies, and perform other required activities, including loss mitigation, on our behalf. Our mortgage servicers and sellers may also be obligated to repurchase loans or real estate owned ("REO") properties, reimburse us for losses or provide other remedies under certain circumstances, such as if it is determined that the mortgage loan did not meet our underwriting or eligibility requirements, if certain loan representations and warranties are violated or if mortgage insurers rescind coverage. Our representation and warranty framework does not require repurchase for loans that have breaches of certain selling representations and warranties if they have met specified criteria for relief.

Our business with mortgage servicers is concentrated. The table below displays the percentage of our single-family guaranty book of business serviced by our top five depository single-family mortgage servicers and top five non-depository single-family mortgage servicers (i.e., servicers that are not insured depository institutions), and identifies one servicer that serviced 10% or more of our single-family guaranty book of business as of December 31, 2021, based on unpaid principal balance.

	Percentage of Single-Family Guaranty Book of Business	
	As of	
	March 31, 2022	December 31, 2021
Wells Fargo Bank, N.A. (together with its affiliates)	9 %	10 %
Remaining top five depository servicers	12	11
Top five non-depository servicers	23	23
Total	44 %	44 %

Compared with depository financial institutions, our non-depository servicers pose additional risks because they may not have the same financial strength or operational capacity, or be subject to the same level of regulatory oversight as depository financial institutions.

The table below displays the percentage of our multifamily guaranty book of business serviced by our top five multifamily mortgage servicers, and identifies two servicers that serviced 10% or more of our multifamily guaranty book of business based on unpaid principal balance.

	Percentage of Multifamily Guaranty Book of Business	
	As of	
	March 31, 2022	December 31, 2021
Walker & Dunlop, Inc.	13 %	12 %
Wells Fargo Bank, N.A. (together with its affiliates)	11	11
Remaining top five servicers	24	24
Total	48 %	47 %

If a significant mortgage servicer or seller counterparty, or a number of mortgage servicers or sellers, fails to meet their obligations to us, it could adversely affect our results of operations and financial condition. We mitigate these risks in several ways, including:

- establishing minimum standards and financial requirements for our servicers;
- monitoring financial and portfolio performance as compared with peers and internal benchmarks; and
- for our largest mortgage servicers, conducting periodic financial reviews to confirm compliance with servicing guidelines and servicing performance expectations.

We may take one or more of the following actions to mitigate our credit exposure to mortgage servicers that present a higher risk:

- require a guaranty of obligations by higher-rated entities;
- transfer exposure to third parties;
- require collateral;
- establish more stringent financial requirements;
- work with underperforming servicers to improve operational processes; and
- suspend or terminate the selling and servicing relationship if deemed necessary.

Derivatives Counterparties. For information on credit risk associated with our derivative transactions and repurchase agreements see “Note 8, Derivative Instruments” and “Note 11, Netting Arrangements.”

11. Netting Arrangements

We use master netting arrangements, which allow us to offset certain financial instruments and collateral with the same counterparty, to minimize counterparty credit exposure. The tables below display information related to derivatives, securities purchased under agreements to resell or similar arrangements, and securities sold under agreements to repurchase or similar arrangements, which are subject to an enforceable master netting arrangement or similar agreement that are either offset or not offset in our condensed consolidated balance sheets.

As of March 31, 2022						
	Gross Amount	Gross Amount Offset ⁽¹⁾	Net Amount Presented in our Condensed Consolidated Balance Sheets	Amounts Not Offset in our Condensed Consolidated Balance Sheets		Net Amount
				Financial Instruments ⁽²⁾	Collateral ⁽³⁾	
(Dollars in millions)						
Assets:						
OTC risk management derivatives	\$ 191	\$ (111)	\$ 80	\$ —	\$ —	\$ 80
Cleared risk management derivatives	—	2	2	—	—	2
Mortgage commitment derivatives	1,739	—	1,739	(631)	—	1,108
Total derivative assets	1,930	(109)	1,821 ⁽⁴⁾	(631)	—	1,190
Securities purchased under agreements to resell or similar arrangements ⁽⁵⁾	55,232	—	55,232	—	(55,232)	—
Total assets	\$ 57,162	\$ (109)	\$ 57,053	\$ (631)	\$ (55,232)	\$ 1,190
Liabilities:						
OTC risk management derivatives	\$ (2,916)	\$ 2,916	\$ —	\$ —	\$ —	\$ —
Cleared risk management derivatives	—	(35)	(35)	—	35	—
Mortgage commitment derivatives	(1,141)	—	(1,141)	631	5	(505)
Total liabilities	\$ (4,057)	\$ 2,881	\$ (1,176)⁽⁴⁾	\$ 631	\$ 40	\$ (505)

As of December 31, 2021

	Gross Amount	Gross Amount Offset ⁽¹⁾	Net Amount Presented in our Consolidated Balance Sheets	Amounts Not Offset in our Condensed Consolidated Balance Sheets		Net Amount
				Financial Instruments ⁽²⁾	Collateral ⁽³⁾	
(Dollars in millions)						
Assets:						
OTC risk management derivatives	\$ 239	\$ (237)	\$ 2	\$ —	\$ —	\$ 2
Cleared risk management derivatives	—	—	—	—	—	—
Mortgage commitment derivatives	169	—	169	(133)	—	36
Total derivative assets	408	(237)	171 ⁽⁴⁾	(133)	—	38
Securities purchased under agreements to resell or similar arrangements ⁽⁵⁾	64,843	—	64,843	—	(64,843)	—
Total assets	\$ 65,251	\$ (237)	\$ 65,014	\$ (133)	\$ (64,843)	\$ 38
Liabilities:						
OTC risk management derivatives	\$ (1,188)	\$ 1,183	\$ (5)	\$ —	\$ —	\$ (5)
Cleared risk management derivatives	—	(10)	(10)	—	10	—
Mortgage commitment derivatives	(197)	—	(197)	133	56	(8)
Total liabilities	\$ (1,385)	\$ 1,173	\$ (212)⁽⁴⁾	\$ 133	\$ 66	\$ (13)

⁽¹⁾ Represents the effect of the right to offset under legally enforceable master netting arrangements to settle with the same counterparty on a net basis, including cash collateral posted and received and accrued interest.

⁽²⁾ Mortgage commitment derivative amounts reflect where we have recognized both an asset and a liability with the same counterparty under an enforceable master netting arrangement but we have not elected to offset the related amounts in our condensed consolidated balance sheets.

⁽³⁾ Represents collateral received that has not been recognized and not offset in our condensed consolidated balance sheets, as well as collateral posted which has been recognized but not offset in our condensed consolidated balance sheets. Does not include collateral held or posted in excess of our exposure. The fair value of non-cash collateral we pledged which the counterparty was permitted to sell or repledge was \$2.0 billion and \$2.5 billion as of March 31, 2022 and December 31, 2021, respectively. The fair value of non-cash collateral received was \$55.3 billion and \$64.9 billion, of which \$19.4 billion and \$25.6 billion could be sold or repledged as of March 31, 2022 and December 31, 2021, respectively. None of the underlying collateral was sold or repledged as of March 31, 2022 or December 31, 2021.

⁽⁴⁾ Excludes derivative assets of \$3 million as of March 31, 2022 and derivative liabilities of \$28 million and \$21 million recognized in our condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021, respectively, that were not subject to enforceable master netting arrangements. We had no derivative assets recognized in our condensed consolidated balance sheets as of December 31, 2021 that were not subject to enforceable master netting arrangements.

⁽⁵⁾ Includes \$23.3 billion and \$29.1 billion in securities purchased under agreements to resell classified as "Cash and cash equivalents" in our condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021, respectively. Includes \$14.0 billion and \$15.0 billion in securities purchased under agreements to resell classified as "Restricted cash and cash equivalents" in our condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021, respectively.

Derivative instruments are recorded at fair value and securities purchased under agreements to resell or similar arrangements are recorded at amortized cost in our condensed consolidated balance sheets. For a discussion of how we determine our rights to offset the assets and liabilities presented above with the same counterparty, including collateral posted or received, see "Note 14, Netting Arrangements" in our 2021 Form 10-K.

12. Fair Value

We use fair value measurements for the initial recording of certain assets and liabilities and periodic remeasurement of certain assets and liabilities on a recurring or nonrecurring basis.

Fair Value Measurement

Fair value measurement guidance defines fair value, establishes a framework for measuring fair value, and sets forth disclosures around fair value measurements. This guidance applies whenever other accounting guidance requires or permits assets or liabilities to be measured at fair value. The guidance establishes a three-level fair value hierarchy that prioritizes the inputs into the valuation techniques used to measure fair value. The hierarchy gives the highest priority, Level 1, to measurements based on unadjusted quoted prices in active markets for identical assets or liabilities. The next highest priority, Level 2, is given to measurements of assets and liabilities based on limited observable inputs or

observable inputs for similar assets and liabilities. The lowest priority, Level 3, is given to measurements based on unobservable inputs.

Recurring Changes in Fair Value

The following tables display our assets and liabilities measured in our condensed consolidated balance sheets at fair value on a recurring basis subsequent to initial recognition, including instruments for which we have elected the fair value option.

	Fair Value Measurements as of March 31, 2022				
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Netting Adjustment ⁽¹⁾	Estimated Fair Value
	(Dollars in millions)				
Recurring fair value measurements:					
Assets:					
Trading securities:					
Mortgage-related securities:					
Fannie Mae	\$ —	\$ 1,742	\$ 47	\$ —	\$ 1,789
Other agency	—	2,710	—	—	2,710
Private-label and other mortgage securities	—	127	—	—	127
Non-mortgage-related securities:					
U.S. Treasury securities	79,987	—	—	—	79,987
Other securities	—	16	—	—	16
Total trading securities	79,987	4,595	47	—	84,629
Available-for-sale securities:					
Mortgage-related securities:					
Fannie Mae	—	58	418	—	476
Other agency	—	12	—	—	12
Alt-A and subprime private-label securities	—	5	—	—	5
Mortgage revenue bonds	—	—	141	—	141
Other	—	4	168	—	172
Total available-for-sale securities	—	79	727	—	806
Mortgage loans	—	3,824	668	—	4,492
Other assets:					
Risk management derivatives:					
Swaps	—	7	82	—	89
Swaptions	—	102	—	—	102
Netting adjustment	—	—	—	(109)	(109)
Mortgage commitment derivatives	—	1,739	—	—	1,739
Credit enhancement derivatives	—	—	3	—	3
Total other assets	—	1,848	85	(109)	1,824
Total assets at fair value	\$ 79,987	\$ 10,346	\$ 1,527	\$ (109)	\$ 91,751
Liabilities:					
Long-term debt:					
Of Fannie Mae	\$ —	\$ 1,784	\$ 307	\$ —	\$ 2,091
Of consolidated trusts	—	19,956	161	—	20,117
Total long-term debt	—	21,740	468	—	22,208
Other liabilities:					
Risk management derivatives:					
Swaps	—	2,895	—	—	2,895
Swaptions	—	21	—	—	21
Netting adjustment	—	—	—	(2,881)	(2,881)
Mortgage commitment derivatives	—	1,141	—	—	1,141
Credit enhancement derivatives	—	—	28	—	28
Total other liabilities	—	4,057	28	(2,881)	1,204
Total liabilities at fair value	\$ —	\$ 25,797	\$ 496	\$ (2,881)	\$ 23,412

Fair Value Measurements as of December 31, 2021

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Netting Adjustment ⁽¹⁾	Estimated Fair Value
	(Dollars in millions)				
Recurring fair value measurements:					
Assets:					
Cash equivalents, including restricted cash equivalents ⁽²⁾	\$ 250	\$ —	\$ —	\$ —	\$ 250
Trading securities:					
Mortgage-related securities:					
Fannie Mae	—	1,519	57	—	1,576
Other agency	—	2,893	—	—	2,893
Private-label and other mortgage securities	—	137	—	—	137
Non-mortgage-related securities:					
U.S. Treasury securities	83,581	—	—	—	83,581
Other securities	—	19	—	—	19
Total trading securities	83,581	4,568	57	—	88,206
Available-for-sale securities:					
Mortgage-related securities:					
Fannie Mae	—	64	431	—	495
Other agency	—	12	—	—	12
Alt-A and subprime private-label securities	—	3	2	—	5
Mortgage revenue bonds	—	—	144	—	144
Other	—	5	176	—	181
Total available-for-sale securities	—	84	753	—	837
Mortgage loans	—	4,209	755	—	4,964
Other assets:					
Risk management derivatives:					
Swaps	—	25	152	—	177
Swaptions	—	62	—	—	62
Netting adjustment	—	—	—	(237)	(237)
Mortgage commitment derivatives	—	169	—	—	169
Total other assets	—	256	152	(237)	171
Total assets at fair value	\$ 83,831	\$ 9,117	\$ 1,717	\$ (237)	\$ 94,428
Liabilities:					
Long-term debt:					
Of Fannie Mae	\$ —	\$ 2,008	\$ 373	\$ —	\$ 2,381
Of consolidated trusts	—	21,640	95	—	21,735
Total long-term debt	—	23,648	468	—	24,116
Other liabilities:					
Risk management derivatives:					
Swaps	—	1,165	—	—	1,165
Swaptions	—	23	—	—	23
Netting adjustment	—	—	—	(1,173)	(1,173)
Mortgage commitment derivatives	—	197	—	—	197
Credit enhancement derivatives	—	—	21	—	21
Total other liabilities	—	1,385	21	(1,173)	233
Total liabilities at fair value	\$ —	\$ 25,033	\$ 489	\$ (1,173)	\$ 24,349

⁽¹⁾ Derivative contracts are reported on a gross basis by level. The netting adjustment represents the effect of the legal right to offset under legally enforceable master netting arrangements to settle with the same counterparty on a net basis, including cash collateral posted and received.

⁽²⁾ Cash equivalents and restricted cash equivalents are composed of U.S. Treasuries that have a maturity at the date of acquisition of three months or less.

The following tables display a reconciliation of all assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3). The tables also display gains and losses due to changes in fair value, including both realized and unrealized gains and losses, recognized in our condensed consolidated statements of operations and comprehensive income for Level 3 assets and liabilities.

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)
For the Three Months Ended March 31, 2022

	Balance, December 31, 2021	Total Gains (Losses) (Realized/Unrealized)		Purchases ⁽²⁾	Sales ⁽²⁾	Issues ⁽³⁾	Settlements ⁽³⁾	Transfers out of Level 3	Transfers into Level 3	Balance, March 31, 2022	Net Unrealized Gains (Losses) Included in Net Income Related to Assets and Liabilities Still Held as of March 31, 2022 ⁽⁴⁾⁽⁵⁾	Net Unrealized Gains (Losses) Included in OCI Related to Assets and Liabilities Still Held as of March 31, 2022 ⁽¹⁾
		Included in Net Income	Included in Total OCI (Loss) ⁽¹⁾									
(Dollars in millions)												
Trading securities:												
Mortgage-related:												
Fannie Mae	\$ 57	\$ (6)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (9)	\$ 5	\$ 47	\$ (4)	\$ —
Total trading securities	\$ 57	\$ (6)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (9)	\$ 5	\$ 47	\$ (4)	\$ —
Available-for-sale securities:												
Mortgage-related:												
Fannie Mae	\$ 431	\$ 1	\$ (4)	\$ —	\$ —	\$ —	\$ (10)	\$ —	\$ —	\$ 418	\$ —	\$ (3)
Alt-A and subprime private-label securities	2	—	—	—	—	—	—	(2)	—	—	—	—
Mortgage revenue bonds	144	—	—	—	—	—	(3)	—	—	141	—	—
Other	176	(8)	(1)	—	—	—	—	—	1	168	—	(1)
Total available-for-sale securities	\$ 753	\$ (7)	\$ (5)	\$ —	\$ —	\$ —	\$ (13)	\$ (2)	\$ 1	\$ 727	\$ —	\$ (4)
Mortgage loans	\$ 755	\$ (25)	\$ —	\$ —	\$ —	\$ —	\$ (41)	\$ (44)	\$ 23	\$ 668	\$ (21)	\$ —
Net derivatives	131	(82)	—	—	—	—	8	—	—	57	(74)	—
Long-term debt:												
Of Fannie Mae	\$ (373)	\$ 66	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (307)	\$ 66	\$ —
Of consolidated trusts	(95)	2	—	—	—	(86)	18	1	(1)	(161)	2	—
Total long-term debt	\$ (468)	\$ 68	\$ —	\$ —	\$ —	\$ (86)	\$ 18	\$ 1	\$ (1)	\$ (468)	\$ 68	\$ —

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)
For the Three Months Ended March 31, 2021

	Total Gains (Losses) (Realized/Unrealized)		Included in Total OCI (Loss) ⁽¹⁾	Purchases ⁽²⁾	Sales ⁽²⁾	Issues ⁽³⁾	Settlements ⁽³⁾	Transfers out of Level 3	Transfers into Level 3	Balance, March 31, 2021	Net Unrealized Gains (Losses) Included in Net Income Related to Assets and Liabilities Still Held as of March 31, 2021 ⁽⁴⁾⁽⁵⁾	Net Unrealized Gains (Losses) Included in OCI Related to Assets and Liabilities Still Held as of March 31, 2021 ⁽¹⁾
	Balance, December 31, 2020	Included in Net Income										
(Dollars in millions)												
Trading securities:												
Mortgage-related:												
Fannie Mae	\$ 94	\$ (1)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (7)	\$ 23	\$ 109	\$ 2	\$ —
Other agency	1	—	—	—	—	—	—	(1)	—	—	—	—
Total trading securities	\$ 95	\$ (1)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (8)	\$ 23	\$ 109	\$ 2	\$ —
Available-for-sale securities:												
Mortgage-related:												
Fannie Mae	\$ 195	\$ —	\$ (3)	\$ —	\$ —	\$ —	\$ (3)	\$ —	\$ —	\$ 189	\$ —	\$ (2)
Alt-A and subprime private-label securities	2	—	(1)	—	—	—	—	—	—	1	—	—
Mortgage revenue bonds	216	—	(1)	—	—	—	(24)	—	—	191	—	—
Other	235	3	3	—	—	—	(11)	—	—	230	—	2
Total available-for-sale securities	\$ 648	\$ 3	\$ (2)	\$ —	\$ —	\$ —	\$ (38)	\$ —	\$ —	\$ 611	\$ —	\$ —
Mortgage loans	\$ 861	\$ 8	\$ —	\$ —	\$ —	\$ —	\$ (47)	\$ (23)	\$ 21	\$ 820	\$ 9	\$ —
Net derivatives	333	(132)	—	—	—	—	(35)	—	—	166	(167)	—
Long-term debt:												
Of Fannie Mae	\$ (416)	\$ 34	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (382)	\$ 34	\$ —
Of consolidated trusts	(83)	1	—	—	—	—	4	20	—	(58)	—	—
Total long-term debt	\$ (499)	\$ 35	\$ —	\$ —	\$ —	\$ —	\$ 4	\$ 20	\$ —	\$ (440)	\$ 34	\$ —

(1) Gains (losses) included in "Other comprehensive loss" are included in "Changes in unrealized losses on available-for-sale securities, net of reclassification adjustments and taxes" in our condensed consolidated statements of operations and comprehensive income.

(2) Purchases and sales include activity related to the consolidation and deconsolidation of assets of securitization trusts.

(3) Issues and settlements include activity related to the consolidation and deconsolidation of liabilities of securitization trusts.

(4) Amount represents temporary changes in fair value. Amortization, accretion and the impairment of credit losses are not considered unrealized and are not included in this amount.

(5) Gains (losses) are included in "Fair value gains, net" in our condensed consolidated statements of operations and comprehensive income.

(6) Gains (losses) are included in "Net interest income" in our condensed consolidated statements of operations and comprehensive income.

(7) Gains (losses) are included in "Investment gains (losses), net" in our condensed consolidated statements of operations and comprehensive income.

The following tables display valuation techniques and the range and the weighted average of significant unobservable inputs for our Level 3 assets and liabilities measured at fair value on a recurring basis, excluding instruments for which we have elected the fair value option. Changes in these unobservable inputs can result in significantly higher or lower fair value measurements of these assets and liabilities as of the reporting date.

Fair Value Measurements as of March 31, 2022

Fair Value	Significant Valuation Techniques	Significant Unobservable Inputs ⁽¹⁾	Range ⁽¹⁾	Weighted - Average ⁽¹⁾⁽²⁾
(Dollars in millions)				
Recurring fair value measurements:				
Trading securities:				
Mortgage-related securities:				
Agency ⁽³⁾	\$ 47	Various		
Available-for-sale securities:				
Mortgage-related securities:				
Agency ⁽³⁾	380	Consensus		
	38	Various		
Total agency	418			
Mortgage revenue bonds	92	Single Vendor		
	49	Various		
Total mortgage revenue bonds	141			
Other	167	Discounted Cash Flow	Spreads (bps)	200.0 - 515.0
	1	Various		499.8
Total other	168			
Total available-for-sale securities	\$ 727			
Net derivatives	\$ 82	Dealer Mark		
	(25)	Discounted Cash Flow		
Total net derivatives	\$ 57			

Fair Value Measurements as of December 31, 2021

Fair Value	Significant Valuation Techniques	Significant Unobservable Inputs ⁽¹⁾	Range ⁽¹⁾	Weighted - Average ⁽¹⁾⁽²⁾
(Dollars in millions)				
Recurring fair value measurements:				
Trading securities:				
Mortgage-related securities:				
Agency ⁽³⁾	\$ 57	Various		
Available-for-sale securities:				
Mortgage-related securities:				
Agency ⁽³⁾	379	Consensus		
	52	Various		
Total agency	431			
Alt-A and subprime private-label securities	2	Various		
Mortgage revenue bonds	94	Single Vendor	Spreads (bps)	9.3 - 49.4
	50	Various		27.2
Total mortgage revenue bonds	144			
Other	175	Discounted Cash Flow	Spreads (bps)	409.0 - 443.0
	1	Various		422.0
Total other	176			
Total available-for-sale securities	\$ 753			
Net derivatives	\$ 152	Dealer Mark		
	(21)	Discounted Cash Flow		
Total net derivatives	\$ 131			

⁽¹⁾ Valuation techniques for which no unobservable inputs are disclosed generally reflect the use of third-party pricing services or dealers, and the range of unobservable inputs applied by these sources is not readily available or cannot be reasonably estimated. Where we have disclosed unobservable inputs for consensus and single vendor techniques, those inputs are based on our validations performed at the security level using discounted cash flows.

⁽²⁾ Unobservable inputs were weighted by the relative fair value of the instruments.

⁽³⁾ Includes Fannie Mae and Freddie Mac securities.

In our condensed consolidated balance sheets, certain assets and liabilities are measured at fair value on a nonrecurring basis; that is, the instruments are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances (for example, when we evaluate loans for impairment). We had no Level 1 assets or liabilities that were measured at fair value on a nonrecurring basis as of March 31, 2022 or December 31, 2021. We held \$308 million and \$38 million in Level 2 assets as of March 31, 2022 and December 31, 2021, respectively, composed of mortgage loans held for sale that were impaired. We had no Level 2 liabilities that were measured at fair value on a nonrecurring basis as of March 31, 2022 or December 31, 2021.

The following table displays valuation techniques for our Level 3 assets measured at fair value on a nonrecurring basis.

	Valuation Techniques	Fair Value Measurements as of	
		March 31, 2022	December 31, 2021
(Dollars in millions)			
Nonrecurring fair value measurements:			
Mortgage loans: ⁽¹⁾			
Mortgage loans held for sale, at lower of cost or fair value	Consensus	\$ 499	\$ 201
	Single Vendor	1,514	1,383
Total mortgage loans held for sale, at lower of cost or fair value		2,013	1,584
Single-family mortgage loans held for investment, at amortized cost	Internal Model	1,075	867
Multifamily mortgage loans held for investment, at amortized cost	Appraisal	19	37
	Broker Price Opinion	59	118
	Internal Model	28	23
Total multifamily mortgage loans held for investment, at amortized cost		106	178
Acquired property, net:			
Single-family	Accepted Offer	16	13
	Appraisal	84	73
	Internal Model	39	75
	Walk Forward	70	37
	Various	11	11
Total single-family		220	209
Multifamily	Various	—	34
Total nonrecurring assets at fair value		\$ 3,414	\$ 2,872

⁽¹⁾ When we measure impairment, including recoveries, based on the fair value of the loan or the underlying collateral and impairment is recorded on any component of the mortgage loan, including accrued interest receivable and amounts due from the borrower for advances of taxes and insurance, we present the entire fair value measurement amount with the corresponding mortgage loan.

We use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. See "Note 15, Fair Value" in our 2021 Form 10-K for information on the valuation control processes and the valuation techniques we use for fair value measurement and disclosure as well as our basis for classifying these measurements as Level 1, Level 2 or Level 3 of the valuation hierarchy in more specific situations. We made no material changes to the valuation control processes or the valuation techniques for the three months ended March 31, 2022.

Fair Value of Financial Instruments

The following table displays the carrying value and estimated fair value of our financial instruments. The fair value of financial instruments we disclose includes commitments to purchase multifamily and single-family mortgage loans that we do not record in our condensed consolidated balance sheets. The fair values of these commitments are included as "Mortgage loans held for investment, net of allowance for loan losses." The disclosure excludes all non-financial instruments; therefore, the fair value of our financial assets and liabilities does not represent the underlying fair value of our total consolidated assets and liabilities.

As of March 31, 2022						
Carrying Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Netting Adjustment	Estimated Fair Value	
(Dollars in millions)						
Financial assets:						
Cash and cash equivalents, including restricted cash and cash equivalents	\$ 88,981	\$ 51,656	\$ 37,325	\$ —	\$ —	\$ 88,981
Securities purchased under agreements to resell or similar arrangements	17,907	—	17,907	—	—	17,907
Trading securities	84,629	79,987	4,595	47	—	84,629
Available-for-sale securities	806	—	79	727	—	806
Mortgage loans held for sale	5,920	—	1,312	4,996	—	6,308
Mortgage loans held for investment, net of allowance for loan losses	4,044,618	—	3,672,291	192,844	—	3,865,135
Advances to lenders	5,977	—	5,977	—	—	5,977
Derivative assets at fair value	1,824	—	1,848	85	(109)	1,824
Guaranty assets and buy-ups	90	—	—	192	—	192
Total financial assets	\$ 4,250,752	\$ 131,643	\$ 3,741,334	\$ 198,891	\$ (109)	\$ 4,071,759
Financial liabilities:						
Short-term debt:						
Of Fannie Mae	\$ 4,045	\$ —	\$ 4,044	\$ —	\$ —	\$ 4,044
Long-term debt:						
Of Fannie Mae	176,124	—	178,526	700	—	179,226
Of consolidated trusts	4,028,628	—	3,795,577	33,002	—	3,828,579
Derivative liabilities at fair value	1,204	—	4,057	28	(2,881)	1,204
Guaranty obligations	99	—	—	96	—	96
Total financial liabilities	\$ 4,210,100	\$ —	\$ 3,982,204	\$ 33,826	\$ (2,881)	\$ 4,013,149

As of December 31, 2021						
Carrying Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Netting Adjustment	Estimated Fair Value	
(Dollars in millions)						
Financial assets:						
Cash and cash equivalents, including restricted cash and cash equivalents	\$ 108,631	\$ 64,531	\$ 44,100	\$ —	\$ —	\$ 108,631
Securities purchased under agreements to resell or similar arrangements	20,743	—	20,743	—	—	20,743
Trading securities	88,206	83,581	4,568	57	—	88,206
Available-for-sale securities	837	—	84	753	—	837
Mortgage loans held for sale	5,134	—	178	5,307	—	5,485
Mortgage loans held for investment, net of allowance for loan losses	3,963,108	—	3,796,917	209,090	—	4,006,007
Advances to lenders	8,414	—	8,413	1	—	8,414
Derivative assets at fair value	171	—	256	152	(237)	171
Guaranty assets and buy-ups	92	—	—	207	—	207
Total financial assets	\$ 4,195,336	\$ 148,112	\$ 3,875,259	\$ 215,567	\$ (237)	\$ 4,238,701
Financial liabilities:						
Short-term debt:						
Of Fannie Mae	\$ 2,795	\$ —	\$ 2,795	\$ —	\$ —	\$ 2,795
Long-term debt:						
Of Fannie Mae	198,097	—	205,142	799	—	205,941
Of consolidated trusts	3,957,299	—	3,951,537	32,644	—	3,984,181
Derivative liabilities at fair value	233	—	1,385	21	(1,173)	233
Guaranty obligations	101	—	—	101	—	101
Total financial liabilities	\$ 4,158,525	\$ —	\$ 4,160,859	\$ 33,565	\$ (1,173)	\$ 4,193,251

For a detailed description and classification of our financial instruments, see “Note 15, Fair Value” in our 2021 Form 10-K.

Fair Value Option

We elected the fair value option for loans and debt that contain embedded derivatives that would otherwise require bifurcation. Under the fair value option, we elected to carry these instruments at fair value instead of bifurcating the embedded derivative from such instruments.

Interest income for the mortgage loans is recorded in “Interest income: Mortgage loans” and interest expense for the debt instruments is recorded in “Interest expense: Long-term debt” in our condensed consolidated statements of operations and comprehensive income.

The following table displays the fair value and unpaid principal balance of the financial instruments for which we have made fair value elections.

	As of					
	March 31, 2022			December 31, 2021		
	Loans ⁽¹⁾	Long-Term Debt of Fannie Mae	Long-Term Debt of Consolidated Trusts	Loans ⁽¹⁾	Long-Term Debt of Fannie Mae	Long-Term Debt of Consolidated Trusts
	(Dollars in millions)					
Fair value	\$ 4,492	\$ 2,091	\$ 20,117	\$ 4,964	\$ 2,381	\$ 21,735
Unpaid principal balance	4,340	1,988	18,758	4,601	2,197	19,314

⁽¹⁾ Includes nonaccrual loans with a fair value of \$63 million and \$86 million as of March 31, 2022 and December 31, 2021, respectively. The difference between unpaid principal balance and the fair value of these nonaccrual loans as of March 31, 2022 and December 31, 2021 was \$1 million and \$3 million, respectively. Includes loans that are 90 days or more past due with a fair value of \$95 million and \$125 million as of March 31, 2022 and December 31, 2021, respectively. The difference between unpaid principal balance and the fair value of these 90 or more days past due loans as of March 31, 2022 and December 31, 2021 was \$1 million and \$6 million, respectively.

Changes in Fair Value under the Fair Value Option Election

We recorded losses of \$191 million for the three months ended March 31, 2022 and gains of \$25 million for the three months ended March 31, 2021 from changes in the fair value of loans recorded at fair value in "Fair value gains, net" in our condensed consolidated statements of operations and comprehensive income.

We recorded gains of \$1.1 billion and \$373 million for the three months ended March 31, 2022 and March 31, 2021, respectively, from changes in the fair value of long-term debt recorded at fair value in "Fair value gains, net" in our condensed consolidated statements of operations and comprehensive income.

13. Commitments and Contingencies

We are party to various types of legal actions and proceedings, including actions brought on behalf of various classes of claimants. We also are subject to regulatory examinations, inquiries and investigations, and other information gathering requests. In some of the matters, indeterminate amounts are sought. Modern pleading practice in the U.S. permits considerable variation in the assertion of monetary damages or other relief. Jurisdictions may permit claimants not to specify the monetary damages sought or may permit claimants to state only that the amount sought is sufficient to invoke the jurisdiction of the trial court. This variability in pleadings, together with our and our counsel's actual experience in litigating or settling claims, leads us to conclude that the monetary relief that may be sought by plaintiffs bears little relevance to the merits or disposition value of claims.

We have substantial and valid defenses to the claims in the proceedings described below and intend to defend these matters vigorously. However, legal actions and proceedings of all types are subject to many uncertain factors that generally cannot be predicted with assurance. Accordingly, the outcome of any given matter and the amount or range of potential loss at particular points in time is frequently difficult to ascertain. Uncertainties can include how fact finders will evaluate documentary evidence and the credibility and effectiveness of witness testimony, and how courts will apply the law. Disposition valuations are also subject to the uncertainty of how opposing parties and their counsel may view the evidence and applicable law.

On a quarterly basis, we review relevant information about all pending legal actions and proceedings for the purpose of evaluating and revising our contingencies, accruals and disclosures. We establish an accrual only for matters when a loss is probable and we can reasonably estimate the amount of such loss. We are often unable to estimate the possible losses or ranges of losses, particularly for proceedings that are in their early stages of development, where plaintiffs seek indeterminate or unspecified damages, where there may be novel or unsettled legal questions relevant to the proceedings, or where settlement negotiations have not occurred or progressed. Given the uncertainties involved in any action or proceeding, regardless of whether we have established an accrual, the ultimate resolution of certain of these matters may be material to our operating results for a particular period, depending on, among other factors, the size of the loss or liability imposed and the level of our net income or loss for that period.

In addition to the matters specifically described below, we are involved in a number of legal and regulatory proceedings that arise in the ordinary course of business that we do not expect will have a material impact on our business or financial condition.

Senior Preferred Stock Purchase Agreements Litigation

A consolidated class action (“*In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litigations*”) and a non-class action lawsuit, *Fairholme Funds v. FHFA*, filed by Fannie Mae and Freddie Mac shareholders against us, FHFA as our conservator, and Freddie Mac are pending in the U.S. District Court for the District of Columbia, with trials scheduled to begin on July 11, 2022. The lawsuits challenge the August 2012 amendment to each company’s senior preferred stock purchase agreement with Treasury.

Plaintiffs in these lawsuits filed amended complaints on November 1, 2017 alleging that the net worth sweep dividend provisions of the senior preferred stock that were implemented pursuant to the August 2012 amendments nullified certain of the shareholders’ rights, particularly the right to receive dividends. Plaintiffs seek damages, equitable and injunctive relief, and costs and expenses, including attorneys’ fees. Plaintiffs in the class action represent a class of Fannie Mae preferred shareholders and classes of Freddie Mac common and preferred shareholders. On September 28, 2018, the court dismissed all of the plaintiffs’ claims except for their claims for breach of an implied covenant of good faith and fair dealing. On March 21, 2022, we, FHFA and Freddie Mac filed a motion for summary judgment on plaintiffs’ remaining claim and plaintiffs filed a motion for partial summary judgment.

Given the stage of these lawsuits, the substantial and novel legal questions that remain, and our substantial defenses, we are currently unable to estimate the reasonably possible loss or range of loss arising from this litigation.

14. Regulatory Capital Requirements

FHFA published a final rule establishing a new enterprise regulatory capital framework for the GSEs in December 2020. FHFA published a final rule amending the enterprise regulatory capital framework in March 2022. We refer to the rule’s requirements, as amended, as the “enterprise regulatory capital framework.” The enterprise regulatory capital framework establishes new supplemental leverage and risk-based capital requirements for the GSEs. Under the leverage capital requirements, we must maintain a tier 1 capital ratio of 2.5% of adjusted total assets. Under the risk-based capital requirements, we must maintain minimum common equity tier 1 capital, tier 1 capital, and adjusted total capital ratios of 4.5%, 6%, and 8%, respectively, of risk-weighted assets. The enterprise regulatory capital framework requires substantially higher levels of capital than the previously applicable statutory minimum capital requirement.

Although the enterprise regulatory capital framework went into effect in February 2021, we are not required to hold capital according to the framework’s requirements until the date of termination of our conservatorship, or such later date as may be ordered by FHFA.

The enterprise regulatory capital framework provides a granular assessment of credit risk specific to different mortgage loan categories, as well as components for market risk and operational risk. The enterprise regulatory capital framework includes the following requirements:

- Supplemental capital requirements relating to the amount and form of the capital we hold, based largely on definitions of capital used in U.S. banking regulators’ regulatory capital framework. The enterprise regulatory capital framework specifies complementary leverage and risk-based requirements, which together determine the requirements for each tier of capital;
- A requirement that we hold prescribed capital buffers that can be drawn down in periods of financial stress and then rebuilt over time as economic conditions improve. If we fall below the prescribed buffer amounts, we must restrict capital distributions such as stock repurchases and dividends, as well as discretionary bonus payments to executives, until the buffer amounts are restored. The prescribed capital buffers represent the amount of capital we are required to hold above the minimum leverage and risk-based capital requirements.
 - The prescribed leverage buffer amount (“PLBA”) represents the amount of tier 1 capital we are required to hold above the minimum tier 1 leverage capital requirement;
 - The risk-based capital buffers consist of three separate components: a stability capital buffer, a stress capital buffer, and a countercyclical capital buffer. Taken together, these risk-based buffers comprise the prescribed capital conservation buffer amount (“PCCBA”). The PCCBA must be comprised entirely of common equity tier 1 capital; and
- Specific minimum percentages, or “floors,” on the risk-weights applicable to single-family and multifamily exposures, as well as retained portions of credit risk transfer transactions.

The table below sets forth information about our capital requirements under the standardized approach of the enterprise regulatory capital framework. Available capital for purposes of the enterprise regulatory capital framework excludes the stated value of the senior preferred stock (\$120.8 billion) and other amounts specified in footnote 2 to the table. Because of these exclusions, we had a deficit in available capital as of March 31, 2022, even though we had positive net worth under GAAP of \$51.8 billion as of March 31, 2022.

As of March 31, 2022, we had a \$272 billion shortfall of our available capital (deficit) as shown in the table below to the adjusted total capital requirement (including buffers) of \$190 billion under the standardized approach of the rule. As of March 31, 2022, our risk-based adjusted total capital requirement (including buffers) represented the amount of capital needed to be fully capitalized under the standardized approach to the rule.

Capital Metrics under the Enterprise Regulatory Capital Framework as of March 31, 2022⁽¹⁾

		(Dollars in billions)					
Adjusted total assets	\$	4,529					
Risk-weighted assets		1,391					
		Amounts			Ratios		
		Available Capital (Deficit) ⁽²⁾	Minimum Capital Requirement	Total Capital Requirement (including Buffers) ⁽⁴⁾	Available Capital (Deficit) Ratio ⁽³⁾	Minimum Capital Ratio Requirement	Total Capital Requirement Ratio (including Buffers) ⁽³⁾
Risk-based capital:							
Total capital ⁽⁵⁾	\$	(63)	\$ 111	\$ 111	(4.5)%	8.0 %	8.0 %
Common equity tier 1 capital		(101)	63	142	(7.3)	4.5	10.2
Tier 1 capital		(82)	83	162	(5.9)	6.0	11.6
Adjusted total capital		(82)	111	190	(5.9)	8.0	13.6
Leverage capital:							
Core capital ⁽⁶⁾		(69)	113	113	(1.5)	2.5	2.5
Tier 1 capital		(82)	113	136	(1.8)	2.5	3.0

⁽¹⁾ Ratios are calculated as a percentage of risk-weighted assets for risk-based capital metrics and as a percentage of adjusted total assets for leverage capital metrics.

⁽²⁾ Available capital (deficit) for all line items excludes the stated value of the senior preferred stock (\$120.8 billion). Available capital (deficit) for all line items except total capital and core capital also deducts a portion of deferred tax assets. Deferred tax assets arising from temporary differences between GAAP and tax requirements are deducted from capital to the extent they exceed 10% of common equity. As of March 31, 2022, this resulted in the full deduction of deferred tax assets (\$13.1 billion) from our available capital (deficit). Available capital (deficit) for common equity tier 1 capital also excludes the value of the non-cumulative perpetual preferred stock (\$19.1 billion).

⁽³⁾ Available capital (deficit) as a percentage of risk-weighted assets. Ratios are negative because we had a deficit in available capital for each tier of capital.

⁽⁴⁾ The applicable buffer for common equity tier 1 capital, tier 1 capital, and adjusted total capital is the PCCBA, comprised of a stress capital buffer, a stability capital buffer, and a countercyclical capital buffer. The applicable buffer for tier 1 capital (leverage based) is the PLBA. The stress capital buffer and countercyclical capital buffer are each calculated by multiplying prescribed factors by adjusted total assets as of the last day of the previous calendar quarter. The 2022 stability capital buffer is calculated by multiplying a factor determined based on our share of mortgage debt outstanding by adjusted total assets as of December 31, 2020. The prescribed leverage buffer for 2022 is set at 50% of the 2022 stability buffer. Going forward the stability buffer and the prescribed leverage buffer will be updated with an effective date that depends on whether the stability capital buffer increases or decreases relative to the previously calculated value.

⁽⁵⁾ The sum of (a) core capital (see definition in footnote 6 below); and (b) a general allowance for foreclosure losses, which (i) shall include an allowance for portfolio mortgage losses, an allowance for non-reimbursable foreclosure costs on government claims, and an allowance for liabilities reflected on the balance sheet for estimated foreclosure losses on mortgage-backed securities; and (ii) shall not include any reserves made or held against specific assets; and (c) any other amounts from sources of funds available to absorb losses that the Director of FHFA by regulation determines are appropriate to include in determining total capital.

⁽⁶⁾ The sum of (a) the stated value of our outstanding common stock (common stock less treasury stock); (b) the stated value of our outstanding non-cumulative perpetual preferred stock; (c) our paid-in capital; and (d) our retained earnings (accumulated deficit). Core capital does not include: (a) accumulated other comprehensive income or (b) senior preferred stock.

As a result of our capital shortfall, our maximum payout ratio under the enterprise regulatory capital framework as of March 31, 2022 was 0%. While it is not applicable until we are required to comply with the capital requirements under the enterprise regulatory capital framework, our maximum payout ratio represents the percentage of eligible retained income that we are permitted to pay out in the form of distributions or discretionary bonus payments under the enterprise regulatory capital framework. The maximum payout ratio for a given quarter is the lowest of the payout ratios determined by our capital conservation buffer and our leverage buffer.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Information about market risk is set forth in “MD&A—Risk Management—Market Risk Management, including Interest-Rate Risk Management.”

Item 4. Controls and Procedures

Overview

We are required under applicable laws and regulations to maintain controls and procedures, which include disclosure controls and procedures as well as internal control over financial reporting, as further described below.

Evaluation of Disclosure Controls and Procedures

Disclosure Controls and Procedures

Disclosure controls and procedures refer to controls and other procedures designed to provide reasonable assurance that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding our required disclosure. In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management was required to apply its judgment in evaluating and implementing possible controls and procedures.

Evaluation of Disclosure Controls and Procedures

As required by Rule 13a-15 under the Exchange Act, management has evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures in effect as of March 31, 2022, the end of the period covered by this report. As a result of management’s evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective at a reasonable assurance level as of March 31, 2022 or as of the date of filing this report.

Our disclosure controls and procedures were not effective as of March 31, 2022 or as of the date of filing this report because they did not adequately ensure the accumulation and communication to management of information known to FHFA that is needed to meet our disclosure obligations under the federal securities laws. As a result, we were not able to rely upon the disclosure controls and procedures that were in place as of March 31, 2022 or as of the date of this filing, and we continue to have a material weakness in our internal control over financial reporting. This material weakness is described in more detail below under “Description of Material Weakness.” Based on discussions with FHFA and the structural nature of this material weakness, we do not expect to remediate this material weakness while we are under conservatorship.

Description of Material Weakness

The Public Company Accounting Oversight Board’s Auditing Standard 2201 defines a material weakness as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company’s annual or interim financial statements will not be prevented or detected on a timely basis.

Management has determined that we continued to have the following material weakness as of March 31, 2022 and as of the date of filing this report:

- *Disclosure Controls and Procedures.* We have been under the conservatorship of FHFA since September 6, 2008. Under the GSE Act, FHFA is an independent agency that currently functions as both our conservator and our regulator with respect to our safety, soundness and mission. Because of the nature of the conservatorship under the GSE Act, which places us under the “control” of FHFA (as that term is defined by securities laws), some of the information that we may need to meet our disclosure obligations may be solely within the knowledge of FHFA. As our conservator, FHFA has the power to take actions without our knowledge that could be material to our shareholders and other stakeholders, and could significantly affect our financial performance or our continued existence as an ongoing business. Although we and FHFA attempted to design and implement

disclosure policies and procedures that would account for the conservatorship and accomplish the same objectives as a disclosure controls and procedures policy of a typical reporting company, there are inherent structural limitations on our ability to design, implement, test or operate effective disclosure controls and procedures. As both our regulator and our conservator under the GSE Act, FHFA is limited in its ability to design and implement a complete set of disclosure controls and procedures relating to Fannie Mae, particularly with respect to current reporting pursuant to Form 8-K. Similarly, as a regulated entity, we are limited in our ability to design, implement, operate and test the controls and procedures for which FHFA is responsible.

Due to these circumstances, we have not been able to update our disclosure controls and procedures in a manner that adequately ensures the accumulation and communication to management of information known to FHFA that is needed to meet our disclosure obligations under the federal securities laws, including disclosures affecting our condensed consolidated financial statements. As a result, we did not maintain effective controls and procedures designed to ensure complete and accurate disclosure as required by GAAP as of March 31, 2022 or as of the date of filing this report. Based on discussions with FHFA and the structural nature of this weakness, we do not expect to remediate this material weakness while we are under conservatorship.

Mitigating Actions Related to Material Weakness

As described above under “Description of Material Weakness,” we continue to have a material weakness in our internal control over financial reporting relating to our disclosure controls and procedures. However, we and FHFA have engaged in the following practices intended to permit accumulation and communication to management of information needed to meet our disclosure obligations under the federal securities laws:

- FHFA has established the Division of Conservatorship Oversight and Readiness, which is intended to facilitate operation of the company with the oversight of the conservator.
- We have provided drafts of our SEC filings to FHFA personnel for their review and comment prior to filing. We also have provided drafts of external press releases, statements and speeches to FHFA personnel for their review and comment prior to release.
- FHFA personnel, including senior officials, have reviewed our SEC filings prior to filing, including this quarterly report on Form 10-Q for the quarter ended March 31, 2022 (“First Quarter 2022 Form 10-Q”), and engaged in discussions regarding issues associated with the information contained in those filings. Prior to filing our First Quarter 2022 Form 10-Q, FHFA provided Fannie Mae management with written acknowledgment that it had reviewed the First Quarter 2022 Form 10-Q, and it was not aware of any material misstatements or omissions in the First Quarter 2022 Form 10-Q and had no objection to our filing the First Quarter 2022 Form 10-Q.
- Our senior management meets regularly with senior leadership at FHFA, including, but not limited to, the Acting Director.
- FHFA representatives attend meetings frequently with various groups within the company to enhance the flow of information and to provide oversight on a variety of matters, including accounting, credit and market risk management, external communications and legal matters.
- Senior officials within FHFA’s Office of the Chief Accountant have met frequently with our senior finance executives regarding our accounting policies, practices and procedures.

Changes in Internal Control Over Financial Reporting

Management has evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, whether any changes in our internal control over financial reporting that occurred during our last fiscal quarter have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Below we describe changes in our internal control over financial reporting from January 1, 2022 through March 31, 2022 that management believes have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting:

- *Overview.* In the ordinary course of business, we review our system of internal control over financial reporting and make changes that we believe will improve these controls and increase efficiency, while continuing to ensure that we maintain effective internal controls. Changes may include implementing new, more efficient systems, automating manual processes and updating existing systems.
- *Implementation of new enterprise resource planning solution.* In January 2022, we implemented a new multifaceted enterprise resource planning solution, which included our general ledger and other corporate accounting functions. This implementation resulted in considerable changes to our processes and control environment, including significant modifications to existing applications, interfaces and reports. The new general ledger was used during the first quarter of 2022, and the new and modified processes and controls

implemented as part of the new general ledger were used to prepare our condensed consolidated financial statements for the first quarter of 2022 included in this report. We will continue to monitor and test these new and modified controls for adequate design and operating effectiveness.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

The information in this item supplements and updates information regarding certain legal proceedings set forth in “Legal Proceedings” in our 2021 Form 10-K. We also provide information regarding material legal proceedings in “Note 13, Commitments and Contingencies,” which is incorporated herein by reference. In addition to the matters specifically described or incorporated by reference in this item, we are involved in legal and regulatory proceedings that arise in the ordinary course of business that we do not expect will have a material impact on our business or financial condition. However, litigation claims and proceedings of all types are subject to many factors and their outcome and effect on our business and financial condition generally cannot be predicted accurately.

We establish an accrual for legal claims only when a loss is probable and we can reasonably estimate the amount of such loss. The actual costs of resolving legal claims may be substantially higher or lower than the amounts accrued for those claims. If certain of these matters are determined against us, FHFA or Treasury, it could have a material adverse effect on our results of operations, liquidity and financial condition, including our net worth.

Senior Preferred Stock Purchase Agreements Litigation

Between June 2013 and August 2018, preferred and common stockholders of Fannie Mae and Freddie Mac filed lawsuits in multiple federal courts against one or more of the United States, Treasury and FHFA, challenging actions taken by the defendants relating to the Fannie Mae and Freddie Mac senior preferred stock purchase agreements and the conservatorships of Fannie Mae and Freddie Mac. Some of these lawsuits also contain claims against Fannie Mae and Freddie Mac. The legal claims being advanced by one or more of these lawsuits include challenges to the net worth sweep dividend provisions of the senior preferred stock that were implemented pursuant to August 2012 amendments to the agreements, the payment of dividends to Treasury under the net worth sweep dividend provisions, and FHFA's decision to require Fannie Mae and Freddie Mac to draw funds from Treasury in order to pay dividends to Treasury prior to the August 2012 amendments. The plaintiffs seek various forms of equitable and injunctive relief as well as damages. The cases that remain pending after December 31, 2021 are as follows:

District of Columbia. Fannie Mae is a defendant in two cases pending in the U.S. District Court for the District of Columbia, including a consolidated class action. In both cases, Fannie Mae and Freddie Mac stockholders filed amended complaints on November 1, 2017 against us, FHFA as our conservator and Freddie Mac. On September 28, 2018, the court dismissed all of the plaintiffs' claims in these cases, except for their claims for breach of an implied covenant of good faith and fair dealing. Trials in these cases are scheduled to begin on July 11, 2022. Both cases are described in “Note 13, Commitments and Contingencies.”

Southern District of Texas (Collins v. Yellen). On October 20, 2016, preferred and common stockholders filed a complaint against FHFA and Treasury in the U.S. District Court for the Southern District of Texas. On May 22, 2017, the court dismissed the case. On September 6, 2019, the U.S. Court of Appeals for the Fifth Circuit, sitting en banc, affirmed the district court's dismissal of claims against Treasury, but reversed the dismissal of claims against FHFA.

On June 23, 2021, the U.S. Supreme Court held that FHFA did not exceed its statutory powers as conservator when it agreed to the net worth sweep dividend provisions of the third amendment to the senior preferred stock purchase agreements in August 2012. The court also held that the provision of the Housing and Economic Recovery Act of 2008 that restricts the President's power to remove the FHFA Director without cause violates the Constitution's separation of powers and, thus, the FHFA Director may be removed by the President for any reason. The court rejected plaintiffs' request to rescind the third amendment to the senior preferred stock purchase agreements. However, the Supreme Court remanded the case to the Fifth Circuit for further proceedings on the sole issue of whether the stockholders suffered compensable harm related to the constitutional claim during the limited time-period when a Senate-confirmed FHFA Director was in office. On March 4, 2022, the Fifth Circuit remanded the case to the district court for further proceedings on the compensable harm issue.

Western District of Michigan. On June 1, 2017, preferred and common stockholders of Fannie Mae and Freddie Mac filed a complaint for declaratory and injunctive relief against FHFA and Treasury in the U.S. District Court for the Western District of Michigan. FHFA and Treasury moved to dismiss the case on September 8, 2017, and plaintiffs filed a motion for summary judgment on October 6, 2017. On September 8, 2020, the court denied plaintiffs' motion for summary judgment and granted defendants' motion to dismiss. The plaintiffs filed a notice of appeal with the U.S. Court of Appeals for the Sixth Circuit on October 27, 2020.

District of Minnesota. On June 22, 2017, preferred and common stockholders of Fannie Mae and Freddie Mac filed a complaint for declaratory and injunctive relief against FHFA and Treasury in the U.S. District Court for the District of Minnesota. The court dismissed the case on July 6, 2018. On October 6, 2021, the U.S. Court of Appeals for the Eighth

Circuit affirmed in part and reversed in part the district court's ruling and remanded the case to the district court to determine whether the stockholders suffered compensable harm and are entitled to retrospective relief. On January 26, 2022, plaintiffs filed an amended complaint. On March 11 and March 14, 2022, Treasury and FHFA each filed motions to dismiss the new complaint.

Eastern District of Pennsylvania. On August 16, 2018, common stockholders of Fannie Mae and Freddie Mac filed a complaint for declaratory and injunctive relief against FHFA and Treasury in the U.S. District Court for the Eastern District of Pennsylvania. FHFA and Treasury moved to dismiss the case on November 16, 2018, and plaintiffs filed a motion for summary judgment on December 21, 2018.

U.S. Court of Federal Claims. Numerous cases are pending against the United States in the U.S. Court of Federal Claims. Fannie Mae is a nominal defendant in four of these cases: *Fisher v. United States of America*, filed on December 2, 2013; *Rafter v. United States of America*, filed on August 14, 2014; *Perry Capital LLC v. United States of America*, filed on August 15, 2018; and *Fairholme Funds Inc. v. United States*, which was originally filed on July 9, 2013, and amended publicly to include Fannie Mae as a nominal defendant on October 2, 2018. Plaintiffs in these cases allege that the net worth sweep dividend provisions of the senior preferred stock that were implemented pursuant to the August 2012 amendment constitute a taking of Fannie Mae's property without just compensation in violation of the U.S. Constitution. The *Fisher* plaintiffs are pursuing this claim derivatively on behalf of Fannie Mae, while the *Rafter*, *Perry Capital* and *Fairholme Funds* plaintiffs are pursuing the claim both derivatively and directly against the United States. Plaintiffs in *Rafter* also allege direct and derivative breach of contract claims against the government. The *Perry Capital* and *Fairholme Funds* plaintiffs allege similar breach of contract claims, as well as direct and derivative breach of fiduciary duty claims against the government. Plaintiffs in *Fisher* request just compensation to Fannie Mae in an unspecified amount. Plaintiffs in *Rafter*, *Perry Capital* and *Fairholme Funds* seek just compensation for themselves on their direct claims and payment of damages to Fannie Mae on their derivative claims. The United States filed a motion to dismiss the *Fisher*, *Rafter* and *Fairholme Funds* cases on August 1, 2018. On December 6, 2019, the court entered an order in the *Fairholme Funds* case that granted the government's motion to dismiss all the direct claims but denied the motion as to all of the derivative claims brought on behalf of Fannie Mae. On June 18, 2020, the U.S. Court of Appeals for the Federal Circuit agreed to hear the appeal of the court's December 6, 2019 order. In the *Fisher* case, the court denied the government's motion to dismiss on May 8, 2020 and, on August 21, 2020, the Federal Circuit denied the *Fisher* plaintiffs' request for interlocutory appeal. On February 22, 2022, in the *Fairholme Funds* case, the Federal Circuit affirmed the dismissal of the plaintiffs' direct claims, but reversed the U.S. Court of Federal Claims' ruling on plaintiffs' derivative claims, holding that those claims should also be dismissed.

Item 1A. Risk Factors

In addition to the information in this report, you should carefully consider the risks relating to our business that we identify in "Risk Factors" in our 2021 Form 10-K. This section supplements and updates that discussion. Also refer to "MD&A—Risk Management," "MD&A—Single-Family Business" and "MD&A—Multifamily Business" in our 2021 Form 10-K and in this report for more detailed descriptions of the primary risks to our business and how we seek to manage those risks.

The risks we face could materially adversely affect our business, results of operations, financial condition, liquidity and net worth, and could cause our actual results to differ materially from our past results or the results contemplated by any forward-looking statements we make. We believe the risks described in the sections of this report and our 2021 Form 10-K identified above are the most significant we face; however, these are not the only risks we face. We face additional risks and uncertainties not currently known to us or that we currently believe are immaterial.

Our business and financial results are affected by general economic conditions, including home prices and employment trends, and changes in economic conditions or financial markets may materially adversely affect our business and financial condition.

In general, a prolonged period of slow growth in the U.S. economy or any deterioration in general economic conditions or financial markets could materially adversely affect our results of operations, net worth and financial condition. Our business is significantly affected by the status of the U.S. economy, including home prices and employment trends, as well as economic output levels, interest and inflation rates, and shifts in fiscal and monetary policies. As described in "MD&A—Key Market Economic Indicators" in this report, we currently expect that a modest recession is likely to occur after this year, most likely in the second half of 2023, resulting in an increase in the unemployment rate. We also expect slower home price growth in the second half of 2022 and in 2023 and that some regions of the country may experience home price declines in 2023.

In recent years, the Federal Reserve has purchased a significant amount of mortgage-backed securities issued by us, Freddie Mac and Ginnie Mae. The Federal Reserve began to taper these purchases in November 2021 and concluded its asset purchase program in March 2022. In March 2022, the Federal Reserve stated that it would reinvest principal

payments from its holdings of both agency debt and agency mortgage-backed securities into agency mortgage-backed securities, and that it expects to begin reducing its holdings of agency debt and agency mortgage-backed securities. In March 2022, the Federal Reserve also raised the target range for the federal funds rate for the first time since 2018, and stated that it anticipates that ongoing increases in the target range will be appropriate. Mortgage interest rates have risen significantly following the Federal Reserve's actions in March 2022 and may increase further. We expect the increase in mortgage interest rates will lead to a slowdown in housing demand. A slowdown in housing demand would likely reduce our business volume, demand for our mortgage-backed securities, and the pace of home price appreciation, which could adversely affect our results of operations, net worth and financial condition.

Global economic conditions can also adversely affect our business and financial results. Changes or volatility in market conditions resulting from deterioration in or uncertainty regarding global economic conditions can adversely affect the value of our assets, which could materially adversely affect our results of operations, net worth and financial condition. Differing rates of economic recovery from the COVID-19 pandemic around the world along with continued dislocations in supply chains remain a concern for policy makers and financial markets. To the extent global economic conditions negatively affect the U.S. economy, they also could negatively affect the credit performance of the loans in our book of business.

Volatility or uncertainty in global or domestic political conditions also can significantly affect economic conditions and financial markets. Global or domestic political unrest also could affect economic growth and financial markets. For example, the Russian invasion of Ukraine and related economic sanctions imposed on Russia, as well as any further actions by Russia, the United States or others relating to this conflict, may further impact the global economy and financial markets, which could further increase inflationary pressure and interest rates, as well as negatively affect economic growth and result in disruptions in the financial markets. We describe in "Risk Factors" in our 2021 Form 10-K the risks to our business posed by changes in interest rates and changes in spreads. In addition, future changes or disruptions in financial markets could significantly change the amount, mix and cost of funds we obtain, as well as our liquidity position.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Common Stock

Our common stock is traded in the over-the-counter market and quoted on the OTCQB, operated by OTC Markets Group Inc., under the ticker symbol "FNMA."

Recent Sales of Unregistered Equity Securities

Under the terms of our senior preferred stock purchase agreement with Treasury, we are prohibited from selling or issuing our equity interests without the prior written consent of Treasury except under limited circumstances, which are described in "Business—Conservatorship, Treasury Agreements and Housing Finance Reform—Treasury Agreements—Covenants under Treasury Agreements" in our 2021 Form 10-K. During the quarter ended March 31, 2022, we did not sell any equity securities.

Information about Certain Securities Issuances by Fannie Mae

Pursuant to SEC regulations, public companies are required to disclose certain information when they incur a material direct financial obligation or become directly or contingently liable for a material obligation under an off-balance sheet arrangement. The disclosure must be made in a current report on Form 8-K under Item 2.03 or, if the obligation is incurred in connection with certain types of securities offerings, in prospectuses for that offering that are filed with the SEC.

Because the securities we issue are exempted securities under the Securities Act of 1933, we do not file registration statements or prospectuses with the SEC with respect to our securities offerings. To comply with the disclosure requirements of Form 8-K relating to the incurrence of material financial obligations, in accordance with a "no-action" letter we received from the SEC staff in 2004, we report our incurrence of these types of obligations in offering circulars or prospectuses (or supplements thereto) that we post on our website within the same time period that a prospectus for a non-exempt securities offering would be required to be filed with the SEC. To the extent we incur a material financial obligation that is not disclosed in this manner, we would file a Form 8-K if required to do so under applicable Form 8-K requirements.

The website address for disclosure about our debt securities is www.fanniemae.com/debtsearch. From this address, investors can access the offering circular and related supplements for debt securities offerings under Fannie Mae's universal debt facility, including pricing supplements for individual issuances of debt securities.

Disclosure about our obligations pursuant to the MBS we issue, some of which may be off-balance sheet obligations, can be found at www.fanniemae.com/mbsdisclosure. From this address, investors can access information and documents about our MBS, including prospectuses and related prospectus supplements.

We are providing our website address solely for your information. Information appearing on our website is not incorporated into this report.

Our Purchases of Equity Securities

We did not repurchase any of our equity securities during the first quarter of 2022.

Dividend Restrictions

Our payment of dividends is subject to the following restrictions:

Restrictions Relating to Conservatorship. Our conservator announced on September 7, 2008 that we would not pay any dividends on the common stock or on any series of preferred stock, other than the senior preferred stock. In addition, FHFA's regulations relating to conservatorship and receivership operations prohibit us from paying any dividends while in conservatorship unless authorized by the Director of FHFA. The Director of FHFA has directed us to make dividend payments on the senior preferred stock on a quarterly basis for every dividend period for which dividends were payable.

Restrictions Under Senior Preferred Stock Purchase Agreement and Senior Preferred Stock. The senior preferred stock purchase agreement prohibits us from declaring or paying any dividends on Fannie Mae equity securities (other than the senior preferred stock) without the prior written consent of Treasury. In addition, the provisions of the senior preferred stock provide for dividends each quarter through and including the capital reserve end date in the amount, if any, by which our net worth as of the end of the immediately preceding fiscal quarter exceeds an applicable capital reserve amount. The applicable capital reserve amount is the amount of adjusted total capital necessary for us to meet the capital requirements and buffers set forth in the enterprise regulatory capital framework. The capital reserve end date is defined as the last day of the second consecutive fiscal quarter during which we have had and maintained capital equal to, or in excess of, all of the capital requirements and buffers under the enterprise regulatory capital framework. After the capital reserve end date, the amount of quarterly dividends to Treasury will be equal to the lesser of any quarterly increase in our net worth and a 10% annual rate on the then-current liquidation preference of the senior preferred stock. As a result, our ability to retain earnings in excess of the capital requirements and buffers set forth in the enterprise regulatory capital framework will be limited. For more information on the terms of the senior preferred stock purchase agreement and senior preferred stock, see "Business—Conservatorship, Treasury Agreements and Housing Finance Reform" in our 2021 Form 10-K.

Additional Restrictions Relating to Preferred Stock. Payment of dividends on our common stock is also subject to the prior payment of dividends on our preferred stock and our senior preferred stock. Payment of dividends on all outstanding preferred stock, other than the senior preferred stock, is also subject to the prior payment of dividends on the senior preferred stock.

Statutory Restrictions. Under the GSE Act, FHFA has authority to prohibit capital distributions, including payment of dividends, if we fail to meet our capital requirements. If FHFA classifies us as significantly undercapitalized, approval of the Director of FHFA is required for any dividend payment. Under the Charter Act and the GSE Act, we are not permitted to make a capital distribution if, after making the distribution, we would be undercapitalized. The Director of FHFA, however, may permit us to repurchase shares if the repurchase is made in connection with the issuance of additional shares or obligations in at least an equivalent amount and will reduce our financial obligations or otherwise improve our financial condition.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

The exhibits listed below are being filed or furnished with or incorporated by reference into this report.

Item	Description
3.1	Fannie Mae Charter Act (12 U.S.C. § 1716 et seq.) as amended through July 25, 2019 (Incorporated by reference to Exhibit 3.1 to Fannie Mae's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, filed October 31, 2019.)
3.2	Fannie Mae Bylaws, as amended through January 29, 2019 (Incorporated by reference to Exhibit 3.2 to Fannie Mae's Annual Report on Form 10-K for the year ended December 31, 2018, filed February 14, 2019.)
31.1	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-14(a).
31.2	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-14(a).
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350
99.1	Fourth Amended and Restated Limited Liability Company Agreement of Common Securitization Solutions, LLC, dated as of January 21, 2021
101. INS	Inline XBRL Instance Document* - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101. SCH	Inline XBRL Taxonomy Extension Schema*
101. CAL	Inline XBRL Taxonomy Extension Calculation*
101. DEF	Inline XBRL Taxonomy Extension Definition*
101. LAB	Inline XBRL Taxonomy Extension Label*
101. PRE	Inline XBRL Taxonomy Extension Presentation*
104	Cover Page Interactive Data File* (embedded within the Inline XBRL document)

* The financial information contained in these Inline XBRL documents is unaudited.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Federal National Mortgage Association

By: /s/ David C. Benson
David C. Benson
President and Interim Chief Executive Officer

Date: May 3, 2022

By: /s/ Chryssa C. Halley
Chryssa C. Halley
Executive Vice President and
Chief Financial Officer

Date: May 3, 2022



CERTIFICATION

PURSUANT TO SECURITIES EXCHANGE ACT RULE 13a-14(a)

I, David C. Benson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2022 of Fannie Mae (formally, the Federal National Mortgage Association);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ David C. Benson
David C. Benson
President and Interim Chief Executive Officer

Date: May 3, 2022

CERTIFICATION

PURSUANT TO SECURITIES EXCHANGE ACT RULE 13a-14(a)

I, Chryssa C. Halley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2022 of Fannie Mae (formally, the Federal National Mortgage Association);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Chryssa C. Halley

Chryssa C. Halley
Executive Vice President and Chief Financial
Officer

Date: May 3, 2022

CERTIFICATION

In connection with the Quarterly Report on Form 10-Q of Fannie Mae (formally, the Federal National Mortgage Association) for the quarter ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David C. Benson, President and Interim Chief Executive Officer of Fannie Mae, certify, pursuant to 18 U.S.C. Section 1350, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Fannie Mae.

/s/ David C. Benson
David C. Benson
President and Interim Chief Executive Officer

Date: May 3, 2022

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

CERTIFICATION

In connection with the Quarterly Report on Form 10-Q of Fannie Mae (formally, the Federal National Mortgage Association) for the quarter ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Chryssa C. Halley, Executive Vice President and Chief Financial Officer of Fannie Mae, certify, pursuant to 18 U.S.C. Section 1350, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Fannie Mae.

_____/s/ Chryssa C. Halley_____
Chryssa C. Halley
Executive Vice President and Chief Financial
Officer

Date: May 3, 2022

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
COMMON SECURITIZATION SOLUTIONS, LLC**

Dated as of January 21, 2021

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LIST OF SCHEDULES

Schedule 3.2

Enterprise LLC Units and Percentage Interests

LIST OF EXHIBITS

Exhibit A Company Charter

Exhibit B Assigned Employee Terms and Conditions

**FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT OF COMMON SECURITIZATION SOLUTIONS, LLC**

This FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) is made and entered into as of January 21, 2021, by and among the Federal National Mortgage Association, a government-sponsored enterprise chartered by Congress having its principal place of business at 1100 15th Street, NW, Washington, DC 20005 (“Fannie Mae”), the Federal Home Loan Mortgage Corporation, a government-sponsored enterprise chartered by Congress having its principal place of business at 8200 Jones Branch Drive, McLean, Virginia 22102 (“Freddie Mac”), and Common Securitization Solutions, LLC, a Delaware limited liability company having its principal place of business at 7501 Wisconsin Avenue, Suite 300, Bethesda, Maryland 20814 (the “Company” or “CSS”). (Fannie Mae and Freddie Mac each may be referred to herein individually as an “Enterprise” or a “GSE” and, collectively, as the “Enterprises or the “GSEs.”)

WITNESSETH:

WHEREAS, each of the Enterprises is currently engaged in various aspects of the mortgage securitization business, including purchasing certain residential mortgage loans, transferring loans to securitized loan pools, acting as a trustee of securitized pools of loans, and engaging in practices intended to manage and mitigate risks associated with owning and/or guaranteeing mortgage loans, such as working out and foreclosing on defaulted loans, negotiating modifications to existing loans, and owning and managing real-estate-owned assets resulting from realizing on defaulted loans;

WHEREAS, the Federal Housing Finance Agency (“FHFA”) has been appointed as the conservator of the Enterprises pursuant to Section 1367(a) of the Federal Housing Enterprises Financial Safety and Soundness Act of 1992, as amended (the “Safety and Soundness Act”);

WHEREAS, in its capacity as conservator, FHFA succeeds to all rights, titles, powers, and privileges of each Enterprise and of its stockholders, officers, or directors with respect to the Enterprise and its assets;

WHEREAS, by directive dated March 12, 2013 (the “Initial Directive”), FHFA, in its capacity as conservator, directed Fannie Mae and Freddie Mac to begin meeting jointly under FHFA’s oversight to address issues relating to the establishment of a new securitization platform as described in the February 2012 Strategic Plan for Enterprise Conservatorships (together with any successor strategic plans, the “Strategic Plan”);

WHEREAS, by directive dated April 12, 2013 (the “Second Directive”), FHFA, in its capacity as conservator, directed Fannie Mae and Freddie Mac to begin the process and the work necessary to consummate a joint venture agreement between the Enterprises, under FHFA’s oversight;

WHEREAS, in furtherance of the Initial Directive, the Second Directive and the Strategic Plan, the Enterprises filed a Certificate of Formation on October 7, 2013 with the Delaware Secretary of State (the “Certificate”) to form the Company to design, build, develop, test, operate, support, maintain, update and enhance the Platform and to provide certain services related thereto;

WHEREAS, the Enterprises have previously entered into a Limited Liability Company Agreement with an effective date of October 7, 2013 (the "Original LLC Agreement"), setting forth certain rights, obligations and understandings with respect to the Company;

WHEREAS, by directive dated October 10, 2013 (the "Third Directive" and together with the Initial Directive and Second Directive, the "Directives"), FHFA directed the Enterprises to complete the formation of the Company as a limited liability company by executing the necessary documents containing the terms of their agreements;

WHEREAS, in furtherance of the Directives and the Strategic Plan, the Enterprises amended and restated the Original LLC Agreement pursuant to that certain Amended and Restated Limited Liability Company Agreement with an effective date of November 3, 2014 (as amended, the "A&R LLC Agreement");

WHEREAS, as of the date hereof, FHFA exercises authority over the Company in FHFA's capacity as regulator and supervisor of the Company, and as conservator of the Enterprises; and

WHEREAS, the Enterprises now desire to amend and restate the A&R LLC Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms have the meanings ascribed to them in this Section 1.1:

"A&R LLC Agreement" has the meaning set forth in the recitals to this Agreement.

"Act" means the Delaware Limited Liability Company Act, codified in Title 6 of the Delaware Code, Section 18-101 et seq., as amended from time to time.

"Additional Members" has the meaning set forth in Section 3.1(a) of this Agreement.

"Administrative Services Agreement" means each of the administrative services agreements executed concurrently with the A&R LLC Agreement by and between the respective Enterprise and the Company pursuant to which the respective Enterprise provides specified services to the Company.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Advancement of Expenses” has the meaning set forth in Section 6.16(a)(iii) of this Agreement.

“Affiliate” means, when used with respect to a Person, any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with such Person; provided, however, that for purposes of this definition FHFA shall not be deemed to be an Affiliate of the Enterprises, and neither Enterprise shall be deemed to be an Affiliate of the other Enterprise.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Ancillary Agreements” means the Contribution Agreement and the Administrative Services Agreements.

“Annual Plan and Budget” has the meaning set forth in Section 8.1(a).

“Annual Report” has the meaning set forth in Section 4.7(c) of this Agreement.

“Assert” means to bring an action of any nature before any legal, judicial, arbitration, administrative, executive, or other type of body or tribunal that has authority to adjudicate that action in whole or in part.

“Assigned Employee” has the meaning set forth in Section 9.1(a) of this Agreement.

“Assigned Employees IP” has the meaning set forth in Section 9.1(f) of this Agreement.

“Bankruptcy Code” means the United States Bankruptcy Code, codified in Title 11 of the United States Code, as amended.

“Board” has the meaning set forth in Section 6.1(a) of this Agreement.

“Board Chair” has the meaning set forth in Section 6.1(a)(ii).

“Business” means the design, development, build, testing, operation, support, maintenance, updating and enhancement of the Platform subject to the provisions of the Charter and the provisions of this Agreement, and such other activities as may be approved from time to time in accordance with the terms and conditions of this Agreement.

“Business Day” means any day that is not a Saturday, Sunday, U.S. federal government holiday, or a day on which national banks with their principal place of business in the District of Columbia are authorized or obligated by law or executive order to be closed.

“Business Plan” has the meaning set forth in Section 8.1(a) of this Agreement.

“Capital Account” means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(a) To each Member’s Capital Account there shall be credited the initial Gross Asset Value of such Member’s Capital Contributions, such Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 4.3 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Company Property distributed to such Member.

(b) To each Member’s Capital Account there shall be debited the amount of cash and the Gross Asset Value (at the time of distribution) of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member’s distributive share of Losses and any items in the nature of expenses or losses that are specially allocated pursuant to Section 4.3 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any LLC Unit is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred LLC Unit.

(d) In determining the amount of any liability for purposes of this definition, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations.

“Capital Contribution” means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property contributed to the Company with respect to the interest in the Company held by such Member. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note shall not be included in the Capital Account of any Person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

“Certificate” has the meaning set forth in the recitals to this Agreement.

“CEO” has the meaning set forth in Section 6.14(a).

“Charter” means the First Amended and Restated Charter of Common Securitization Solutions, LLC, attached as Exhibit A hereto.

“Claim” has the meaning set forth in Section 14.4 of this Agreement.

“CNTS” has the meaning set forth in Section 12.6(a) of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” has the meaning set forth in the preamble to this Agreement.

“Company Indemnified Parties” means the Company and its officers, directors, employees and agents.

“Company Minimum Gain” means “partnership minimum gain” as described in Regulations Sections 1.704-2(b)(2) and (d).

“Company Property” means all real and personal property acquired by the Company and any improvements thereto, and includes both tangible and intangible property.

“Confidential Information” means all data or information of a Member or the Company (such party, the “Disclosing Party”) of a confidential or proprietary nature and disclosed to another Member or the Company, as the case may be (such party, the “Recipient Party”), in connection with this Agreement, any Ancillary Agreement or the Customer Services Agreement, either in writing, orally or any other medium, whether or not identified as being confidential at the time of disclosure by such Disclosing Party to the Recipient Party, whether of a technical, technological, financial, commercial, operational, economic nature or otherwise, or regarding such Disclosing Party’s executives or employees, business or prospects, and including but not limited to originals and copies of and memoranda, notes, reports, analyses, compilations, studies or other documents or records to the extent they contain, or otherwise reflect or are generated from such information, whether or not prepared by or on behalf of a Party. Confidential Information also includes any information described above which a Disclosing Party obtains from a third party and treats as proprietary or confidential, whether or not owned or developed by such Disclosing Party, and the terms and conditions of this Agreement. “Confidential Information” shall not include information which the Recipient Party can prove that: (i) prior to the disclosure was already in such Recipient Party’s possession without a breach of any confidentiality or non-disclosure obligation owing to another Person; (ii) prior to or subsequent to the disclosure was obtained by such Recipient Party from a third party who is not in violation of any obligation of confidentiality or non-disclosure in making such disclosure; (iii) prior to the disclosure was in the public domain; (iv) subsequent to the disclosure was in the public domain other than by or through a breach of this Agreement by such Recipient Party or its directors, officers, employees, agents, representatives, or others receiving such information by virtue of this Agreement; or (v) was independently developed by such Recipient Party without reference to a Disclosing Party’s Confidential Information.

“Conservator” means FHFA in its role as conservator of one or both of the Enterprises or as supervisor of any corresponding LLRE, which role shall continue for purposes of this definition until LLRE Termination.

“Conservatorship” means the period of time during which FHFA is the Conservator or Receiver of both of the Enterprises.

“Contribution Agreement” means the agreement executed concurrently with the A&R LLC Agreement between the Enterprises and the Company pursuant to which the Enterprises made contributions and assignments to the Company.

“Control” (and its correlative terms) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Covered Person” means with respect to a Party: (i) its Affiliates; (ii) customers of such Party or its Affiliates (but only in connection with their otherwise authorized receipt of goods or services from or provision of goods or services to a Party or its Affiliates); (iii) third party contractors retained by such Party or its Affiliates (but only with respect to their performance of services for or on behalf of such Party or its Affiliates in connection with the designing, building, developing, testing, operating, supporting, maintaining, updating, and enhancing of the Platform); and (iv) each of the employees, officers and directors of each of such Party and the foregoing Persons (but only to the extent they are acting in their capacity as employees, officers or directors (as applicable) of such Party or the foregoing Persons).

“Customer Services Agreement” means that certain Customer Services Agreement among Fannie Mae, Freddie Mac and the Company, dated November 21, 2016.

“Damages” has the meaning set forth in Section 14.1(a) of this Agreement.

“Deadlock” has the meaning set forth in Section 6.2(d).

“Deadlock Notice” has the meaning set forth in Section 6.2(d).

“Defense Election” has the meaning set forth in Section 14.4(a) of this Agreement.

“Depreciation” means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

“Directives” has the meaning set forth in the recitals to this Agreement.

“Disclosing Party” has the meaning set forth in the definition of “Confidential Information” in this Section 1.1.

“Dispute” has the meaning set forth in Section 15.1 of this Agreement.

“Downstream Systems” means the Software, hardware, systems and processes (including updates to and replacements of any such items) of each of the Enterprises that interface or interoperate directly or through one or more intermediary systems with the Platform and that receive data or services from the Platform.

“Enterprise” and “Enterprises” have the meanings set forth in the preamble to this Agreement.

“Exploit” means, with respect to any Intellectual Property Rights or Materials, to access, display, execute, reproduce, perform, maintain, support, modify, improve, create derivative works, license, sub-license, distribute, enhance and otherwise use such item or intangible.

“Fannie Mae” has the meaning set forth in the preamble to this Agreement.

“Fannie Mae Indemnified Parties” means Fannie Mae and its officers, directors, employees and agents.

“Fannie Mae Managers” has the meaning set forth in Section 6.1(a)(i) of this Agreement.

“FHFA” has the meaning set forth in the recitals to this Agreement.

“Freddie Mac” has the meaning set forth in the preamble to this Agreement.

“Freddie Mac Indemnified Parties” means Freddie Mac and its officers, directors, employees and agents.

“Freddie Mac Managers” has the meaning set forth in Section 6.1(a)(i) of this Agreement.

“Governmental Approvals” means all licenses, consents, permits, decrees, orders, authorizations or other approvals from, all filings and registrations with, and all notices and reports to, any Governmental Authority, including pursuant to or in connection with any contract or agreement between any Member and any Governmental Authority.

“Governmental Authority” means any national, federal, state, regional or local administrative, judicial, legislative, executive, regulatory, police or taxing government or governmental or quasi-governmental authority of any nature, including any agency, branch, bureau, department, official or entity or any court or other tribunal.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined pursuant to the Significant Matter approval process provided for in Section 6.4 (except in the case of money in which case the initial Gross Asset Value shall be the amount of such money), provided that the fair market value of assets contributed under the Contribution Agreement shall be as set forth in the Contribution Agreement;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest

in the Company; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to sub-clauses (i) and (ii) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent the Board determines that an adjustment pursuant to clause (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (a), (b) or (d) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnified Party” means any Company Indemnified Party, Fannie Mae Indemnified Party or Freddie Mac Indemnified Party, as applicable.

“Indemnifying Party” has the meaning set forth in Section 14.4(a) of this Agreement.

“Indemnitee” has the meaning set forth in Section 6.16(a)(i) of this Agreement.

“Initial Directive” has the meaning set forth in the recitals to this Agreement.

“Intellectual Property Rights” means any and all intellectual property rights existing from time to time under any law, statute, rule or regulation of any jurisdiction, including patent law, copyright law, trade secret law, trademark law (together with all of the goodwill associated therewith) and any and all other proprietary rights, and any and all applications, renewals, extensions and registrations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor’s certificates) anywhere in the world, and including without limitation any and all past, present and future substitutions, extensions, supplementary protection certificates, reissues, renewals, divisions, continuations, continuations in part, continued prosecution applications, requests for continued examination, reexaminations, *inter partes* review proceedings, and post grant review proceedings thereof and other similar filings or stages thereof, and all patents and certificates issuing on the foregoing, provided for under the laws of the United States, or of any other country. For purposes of this definition, rights under copyright law shall include moral rights, where applicable.

“LLC Unit” means a limited liability company unit representing membership interests in the Company.

“LLRE” means a limited-life regulated entity established by FHFA pursuant to the Safety and Soundness Act with respect to an Enterprise.

“LLRE Termination” means the termination of the status as a limited-life regulated entity of any LLRE, as applicable.

“LLRE Transfer” has the meaning set forth in Section 3.1(b) of this Agreement.

“Manager” has the meaning set forth in Section 6.1(a) of this Agreement.

“Material Decision” means, for purposes of Section 6.2(b)(ii) of this Agreement, a decision of the Board that has a material effect on the Company, including:

- (a) A material change in the functionality of the Company, such as the addition of a new business line, including multifamily securities or private label securities, or a reduction in the Company’s support of the uniform mortgage-backed security;
- (b) Capital Contributions beyond those necessary to support the ordinary business operations of the Company;
- (c) Appointment or removal of the CEO;
- (d) Admission of Additional Members;
- (e) Sale or dissolution of the Company or its business.

“Materials” means Software, Technology, reports and drawings, as well as user manuals, charts, graphs and other written documentation, and all other works of authorship.

“Member Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i).

“Member Nonrecourse Debt” means “partner nonrecourse debt” as described in Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Deductions” means “partner nonrecourse deductions” as described in Regulations Section 1.704-2(i). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a fiscal year equals the excess, if any, of the net increase, if any, in the amount of Member Minimum Gain attributable to such Member Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent such distributions are from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(2).

“Members” has the meaning set forth in Section 3.1(a) of this Agreement.

“Multi-Year Plan” has the meaning set forth in Section 8.1(a) of this Agreement.

“Nonpublic Member Data” means Personally Identifiable Information and nonpublic data about any Member or the loans, pools of loans or other financial assets owned or guaranteed by

that Member, which Personally Identifiable Information and other data is contributed or provided by the Member, that Member's servicers or an agent or consultant on behalf of the Member or its servicers.

"Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(b)(1) and (c). The amount of Nonrecourse Deductions for a fiscal year equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Regulations Section 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulations Section 1.752-1(a)(2).

"Notice of Indemnification" has the meaning set forth in Section 14.4(a) of this Agreement.

"Officer" or "Officers" has the meaning set forth in Section 6.14(b) of this Agreement.

"Original LLC Agreement" has the meaning set forth in the recitals to this Agreement.

"Other Permitted Persons" has the meaning set forth in Section 11.1(d) of this Agreement.

"Party" means each Member and the Company, individually, and "Parties" means the Members and the Company, collectively.

"Patent Rights" means all rights under patent law, as described in the definition of Intellectual Property Rights.

"Percentage Interest" means, with respect to any Member of the Company as of any date, the ratio (expressed as a percentage) of the aggregate number of LLC Units held by such Member on such date to the aggregate number of LLC Units outstanding on such date. The combined Percentage Interests of all Members shall at all times equal one hundred percent (100%).

"Permitted Internal Purposes" means (i) in the case of the Enterprises, the right to use Confidential Information of the other Enterprise and the Company, other than Nonpublic Member Data and subject to the limitation set forth in Section 11.1(f), (A) for purposes of designing, developing, building, testing, operating, supporting, maintaining, updating and enhancing the Platform and their respective Upstream Systems and Downstream Systems, (B) in connection with the performance of this Agreement or any Ancillary Agreement, or (C) to exercise and enforce their respective rights under this Agreement or any Ancillary Agreement, and (ii) in the case of the Company, the right to use Confidential Information of any Enterprise (A) for purposes of designing, developing, building, testing, operating, supporting, maintaining, updating and enhancing the Platform, or (B) to exercise and enforce its rights under this Agreement, subject in the case of each of (i) and (ii) to the requirements of Article XI of this Agreement.

"Permitted Recipient Parties" means directors, officers, employees, third party service providers, attorneys and other professional advisors of a Recipient Party whose duties or services to a Party reasonably require them to have access to Confidential Information and who are in each case bound by confidentiality obligations that are at least as protective of such Confidential Information as the terms of Article XI.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, estate, unincorporated organization or Governmental Authority or any other entity whatsoever.

“Personally Identifiable Information” means information that can be used to distinguish or trace an individual’s identity, such as name, home address, telephone number, social security number, or biometric records, alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date of birth or mother’s maiden name.

“Platform” means the systems, software, processes and infrastructure, referred to in the Charter and to be developed by the Company in furtherance of the Business.

“Pre-Deadlock Notice” has the meaning set forth in Section 6.2(d).

“Proceeding” has the meaning set forth in Section 6.16(a)(i) of this Agreement.

“Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of Depreciation; and

Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profits or Losses.

“Receiver” means FHFA in its role as receiver of one or both of the Enterprises or their assets in the event either of the Enterprises is placed into receivership, which role may continue for purposes of this definition past LLRE Termination.

“Recipient Party” has the meaning set forth in the definition of “Confidential Information” in this Section 1.1.

“Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Regulatory Allocations” has the meaning set forth in Section 4.3(h) of this Agreement.

“Residual Knowledge” means generalized skills, knowledge and experience, including ideas, concepts, know-how and techniques developed or learned as a result of or in connection with a Recipient Party’s exposure to Confidential Information and retained in the unaided memories of the individual(s) exposed to the Confidential Information in question.

“Safety and Soundness Act” has the meaning set forth in the recitals of this Agreement.

“Second Directive” has the meaning set forth in the recitals to this Agreement.

“Senior Stock Purchase Agreement” has the meaning set forth in Section 5.3 of this Agreement.

“Significant Matter” has the meaning set forth in Section 6.4 of this Agreement.

“Software” or “software” means any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related documentation and supporting materials therefor, in any form or medium, including electronic media. For clarification, Software includes all applications software (*i.e.* software providing business functionality), systems software (*i.e.* software designed to operate the computer hardware and provide a platform for running applications software, including operating systems, utilities, and middleware), and software development tools.

“Source Code” or “source code” means the human readable version of Software, and from which the object code is compiled or otherwise derived, including all comments and procedural code, and all related development documents (*e.g.*, flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the program code of the Software).

“Strategic Plan” has the meaning set forth in the recitals of this Agreement.

“Tax Distribution” has the meaning set forth in Section 5.2(a) of this Agreement.

“Tax Matters Member” has the meaning set forth in Section 4.10 of this Agreement.

“Tax Percentage” has the meaning set forth in Section 5.2(a) of this Agreement.

“Technology” means any and all (i) technology, (ii) technical and engineering materials, (iii) specifications, designs, architectures, and schematics, (iv) Software, documentation, development platforms and development tools, and test environments and testing tools, (v) mask works, layouts, topographies and other design features with respect to integrated circuits, (vi) test scripts, test logs, models, devices, tools, simulators, and design environments, and (vii) prototypes and other tangible embodiments of any of the above, in each case, in any form or media.

“Third Directive” has the meaning set forth in the recitals to this Agreement.

“Transfer” means to directly or indirectly sell, transfer, pledge, assign or other dispose of (or to divest voting control by contract, irrevocable proxy, voting trust or other arrangement) or to become subject to any mortgage, pledge, hypothecation, lien, charge or other encumbrance.

“Transition Period” has the meaning set forth in Section 4.7(a) of this Agreement.

“Upstream Systems” means the Software, hardware, systems and processes (including updates to and replacements of any such items) of each of the Enterprises that interface or interoperate directly or through one or more intermediary systems with the Platform and that provide data or services to the Platform.

1.2 Other Definitional Provisions. All references in this Agreement to a Section, Article, Schedule or Exhibit are to a Section, Article, Schedule or Exhibit, respectively, of or to this Agreement, unless otherwise indicated. The headings of Articles and Sections in this Agreement are provided for convenience only and shall not affect the construction or interpretation of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words “include,” “includes” and “including” shall be construed as if followed by the phrase “without being limited to.” Words such as “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section of this Agreement, unless the context clearly indicates otherwise.

ARTICLE II OFFICES AND PURPOSES

2.1 Principal Office. The principal office of the Company shall be at 7501 Wisconsin Avenue, Suite 300, Bethesda, Maryland 20814. The principal office of the Company may be changed by the Board in accordance with the terms of this Agreement. The Company may have such other offices, either within or without the State of Delaware, as the Board may designate in accordance with the terms of this Agreement.

2.2 Registered Office and Agent. The registered office of the Company, as required by the Act to be maintained in the State of Delaware, shall be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the original registered agent at such address shall be Corporation Service Company. The registered office and registered agent may be changed from time to time by action by the Board and by the filing of the prescribed forms with and the payment of any prescribed fees to the Delaware Secretary of State.

2.3 Purposes. The purposes of the Company shall be the following:

(a) To conduct the Business in accordance with the Charter, and to take such actions as may be incidental thereto;
and

(b) To fulfill such other purposes consistent with the Charter as may be determined from time to time by the Board in accordance with the terms and conditions of this Agreement; provided that, in all cases, all required Government Approvals are obtained from the appropriate Government Authority.

2.4 Fiscal Year. The fiscal year of the Company shall be the calendar year.

ARTICLE III MEMBERS AND FINANCIAL MATTERS

3.1 Identity of Members.

(a) The members of the Company (the "Members") shall consist of the Enterprises and any additional members ("Additional Members") admitted in accordance with the terms of this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, in the event any Enterprise is placed into receivership and the LLC Units held by such Enterprise are transferred to a corresponding LLRE ("LLRE Transfer"), effective upon the consummation of the LLRE Transfer, without any further action by any party, such LLRE shall be a Member as the successor-in-interest to the Enterprise and shall be bound by all the rights and obligations of the Enterprise under this Agreement, the Enterprise shall cease to be a Member, and the Company shall continue without dissolution.

3.2 LLC Units; Percentage Interests. The LLC Units and Percentage Interests of the Enterprises are set forth on Schedule 3.2 hereto. Schedule 3.2 shall be amended by the Board, as necessary, upon the admission of Additional Members in accordance with the terms of this Agreement, and to reflect changes in the number of LLC Units issued to, or the Percentage Interests of, any Member.

3.3 Limitation of Liability of Members and Managers. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager.

3.4 Capital Contributions.

(a) Initial Contributions. The Enterprises have made initial capital contributions to the Company pursuant to the Contribution Agreement. The respective initial contributions of the Enterprises to the Company were of equal value.

(b) Subsequent Contributions. The Members shall make subsequent capital contributions of cash from time to time as set forth in the then current Annual Plan and Budget or as otherwise approved pursuant to the Significant Matters Approval process pursuant to Section 6.4.

3.5 Withdrawals of Capital. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw any part of its Capital Contribution without the unanimous consent of the Board.

3.6 Interest. No interest shall be paid on or on account of any Capital Contributions to the Company or on or on account of any undrawn profit of any Member credited to its account.

3.7 Taxation. It is the intention of the Members that the Company be taxed as a partnership for purposes of the Code and any state income tax law, if allowable under state law. Accordingly, the Company shall file such forms as may be required to elect to classify the Company as a partnership for federal and state income tax purposes.

ARTICLE IV
ALLOCATIONS

4.1 Profits. After giving effect to the special allocations set forth in Section 4.3 hereof, Profits for any fiscal year shall be allocated in the following order of priority:

(a) First, to the Members, in proportion to and to the extent of the excess, if any, of (i) the cumulative Losses allocated to each Member pursuant to Section 4.2(a)(ii) hereof for all prior fiscal years, over (ii) the cumulative Profits allocated to each Member pursuant to this Section 4.1(a) for all prior fiscal years; and

(b) The balance, if any, to the Members in accordance with their Percentage Interests.

4.2 Losses. After giving effect to the special allocations set forth in Section 4.3 hereof, Losses for any fiscal year shall be allocated as follows:

(a) Losses for any fiscal year shall be allocated in the following order of priority:

(i) First, to the Members in proportion to and to the extent of the excess, if any, of (1) the cumulative Profits allocated to each such Member pursuant to Section 4.1(b) hereof for all prior fiscal years, over (2) the cumulative Losses allocated to such Member pursuant to this Section 4.2(a) for all prior fiscal years; and

(ii) The balance, if any, to the Members in accordance with their Percentage Interests.

(b) The Losses allocated pursuant to Section 4.2(a) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 4.2(a) hereof but for this Section 4.2(b), the limitation set forth in this Section 4.2(b) shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Regulations Section 1.704-1(b)(2)(ii)(d).

4.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV, if there is a net decrease in Company Minimum Gain during any fiscal year, then, to the extent required by Regulations Section 1.704-2(f), each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g)(2). The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j). This Section 4.3(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV except Section 4.3(a), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any fiscal year, then, to the extent required by Regulations Section 1.704-2(i)(4), each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j). This Section 4.3(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 4.3(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.3(c) were not in this Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any fiscal year that is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Member shall be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.3(d) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article IV have been tentatively made as if Section 4.3(c) hereof and this Section 4.3(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Members in accordance with their Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Regulations Section.

(h) Regulatory Allocations. The allocations set forth in Sections 4.3(a)-(g) (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations under Code Section 704. Notwithstanding any other provisions in this Article IV (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Profits and Losses among Members so that, to the extent possible, the net amount of such allocations of Profits and Losses and other items and the Regulatory Allocations (including Regulatory Allocations that, although not yet made, are expected to be made in the future) to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

4.4 Other Allocation Rules

(a) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Board using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Article IV and hereby agree to be bound by the provisions of this Article IV in reporting their shares of Company income and loss for income tax purposes.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company profits shall be their Percentage Interests.

4.5 Tax Allocations: Code Section 704(c).

(a) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company, solely for tax purposes, shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition thereof) and using the traditional method as set forth in Regulation Section 1.704-3(b).

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) of the definition of Gross Asset Value in Article I hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.5 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

4.6 Foreign Partner. Each Member represents that it is not a "foreign partner" within the meaning of Section 1446(e) of the Code.

4.7 Accounting and Books of Account.

(a) The accounts, books and records of the Company shall be maintained at the principal office of the Company and shall be open for inspection, copying and audit upon reasonable notice by any of the Members or their duly authorized representatives (at the expense of any such Member) during reasonable business hours. Notwithstanding the foregoing, it is anticipated that during an initial transition period one or both of the Members will provide certain financial and accounting services to the Company (the "Transition Period"). During such period, the books and records of the Company may be located at the offices of one or more of the Members, and, in any event, shall be open to inspection, copying and audit upon reasonable notice by either Member or their duly authorized representatives as described in this Section 4.7(a).

(b) The Company's books shall be closed and balanced at the end of each fiscal year.

(c) The Company shall prepare and deliver to each Manager on the Board (which delivery shall constitute delivery to the Members as well) an annual report within ninety (90) days after the end of each fiscal year (the "Annual Report") and such other periodic reports as requested by the Board. Each Annual Report shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis and, if determined by the Board, each Annual Report may be audited by an independent public accounting firm selected by the Board. The fees and expenses related to any such audit shall be borne by the Company.

4.8 Tax Returns. The Board shall designate an Officer of the Company to have the responsibility for preparing all required federal and state income tax returns, franchise tax reports, sales and use tax returns, property tax reports, transfer taxes and state and local licenses for the Company. The designated Officer shall have the authority to engage an outside accounting firm to prepare federal, state and local filings for a fee. Subject to Section 4.10, such officer shall provide to each Member copies of such income tax returns and related Forms K-1 for their review prior to filing such returns and shall provide final copies of such returns as soon as reasonably practicable, but in no event later than May 31 of the year following the year such income tax return and related Form K-1 cover. During the Transition Period, the Board may designate one of the Members to perform the functions of the designated Officer specified in this Section 4.8. The fees and expenses related to the preparation and filing of federal, state, and local tax returns shall be borne by the Company. Upon the Company's request, each Member shall provide to the Company any information that the Officer believes may be necessary or appropriate to comply with all of the Company's tax compliance obligations.

4.9 Banking. All funds of the Company shall be deposited in its name in one or more separate accounts with such banks, savings and loan associations, or trust companies as shall be designated by the Board. Funds of Members or other Persons shall not be deposited in such Company accounts. The funds in such accounts shall be used solely for the business of the Company. Withdrawals from, or checks drawn upon, such accounts shall require the signatures of the persons designated by the Board.

4.10 Tax Matters Member. The Board shall designate, and may change the designation of, a tax matters partner (within the meaning of, and solely for purposes of, Section 6231(a)(7) of the Code and Section 301.6231(a)(7)-1 of the Regulations) of the Company (the "Tax Matters Member"). The Tax Matters Member shall not take any action on behalf of the Company without authorization by the Board in accordance with this Agreement, including making any tax election or filing any tax return. Any Member that is not the Tax Matters Member shall have the right to review and approve any tax election or tax return filed on behalf of the Company, and no other written or oral communication other than routine matters shall be sent or made to any governmental authority by the Tax Matters Member unless approved in advance by such other Members. The Tax Matters Member shall provide the other Members with prompt notice of any meeting or conference involving the Tax Matters Member or any representative of the Company with any Governmental Authority involving any tax issue relating to the Company, or any other administrative or judicial proceeding relating to any determination of any tax issue relating to the Company, and such other Members shall have the right to attend and participate in any such meeting, conference, or administrative or judicial proceeding. Upon the Company's request, each Member shall provide to the Company any information that the Tax Matters Member believes may be necessary or appropriate to resolve any tax issue relating to the Company.

ARTICLE V
DISTRIBUTIONS

5.1 Distributions Generally. Subject to any required Governmental Approval, the Company shall make distributions to the Members from time to time in such amount as shall be determined pursuant to the Significant Matter approval process provided for in Section 6.4. All distributions shall be made to the Members in accordance with their Percentage Interests.

5.2 Tax Distributions.

(a) General. Notwithstanding Section 5.1 or Section 6.4, to the extent funds of the Company may be available for distributions, at least five (5) days prior to the due date of quarterly federal estimated tax payments, the Board shall cause the Company to distribute to the Members with respect to each such quarter of the Company an amount of cash (a "Tax Distribution") that, in the good faith judgment of the Board, equals the Tax Percentage of the taxable income of the Company for such quarter, with such Tax Distributions to be made to the Members in the same proportions that Profits of the Company are or would be allocated to the Members during such quarter. The "Tax Percentage" shall be the highest combined marginal federal and state income tax rates applicable to any Member as of the time of a Tax Distribution. The Tax Percentage shall apply to all Members.

(b) Limitations. Any distributions required to be made to a Member under Section 5.2(a) with respect to any quarter shall be reduced by the amount of any distributions the Company shall have made or shall be making to such Member in accordance with Section 5.1 or otherwise during the calendar year in which such quarter falls. The Board shall not cause the Company to make any Tax Distribution under Section 5.2(a) if the making of such Tax Distribution would constitute a violation of the Act or any contract under which the Company or a subsidiary of the Company is bound relating to or entered in connection with indebtedness of the Company. Any Tax Distributions that are not made by reason of the preceding sentence shall be made as soon as reasonably practicable after the conditions set forth in the previous sentence are no longer applicable.

(c) Offset. Tax Distributions made to a Member under Section 5.2(a) shall be credited against amounts such Member would otherwise be entitled to receive pursuant to Section 5.1.

5.3 Dissolution. If the Company is dissolved, upon the winding up of the affairs of the Company, the assets of the Company shall be distributed in accordance with the Act, except to the extent that U.S. federal law or the Senior Preferred Stock Purchase Agreements entered into by the Enterprises and the U.S. Department of the Treasury dated as of September 26, 2008, applies, in each case, as the same may be amended from time to time (each a "Senior Stock Purchase Agreement"). For the avoidance of doubt, any distributions to Members in connection with a dissolution of the Company shall be made in accordance with the positive Capital Account balances of such Members in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

ARTICLE VI
MANAGEMENT

6.1 Composition of the Board.

(a) Composition. The Board of Managers (the “Board”) shall consist of at least six managers (each a “Manager”), who shall be designated as provided in this Section 6.1(a) and who shall have the voting rights specified in Section 6.2(c):

(i) At all times Fannie Mae shall designate two managers to serve on the Board (the “Fannie Mae Managers”) and Freddie Mac shall designate two managers to serve on the Board (the “Freddie Mac Managers”).

(ii) The Chief Executive Officer, designated in accordance with Section 6.14(a), shall be a Manager.

(iii) The Company shall have a Chairman of the Board (“Board Chair”), who shall be a Manager and preside at all meetings of the Board. The Board Chair shall not be a director, officer, or employee of Fannie Mae or Freddie Mac, or an officer or employee of the Company. During the Conservatorship, the Board Chair shall be designated and may be removed by FHFA in its sole discretion. Following the Conservatorship, the Board Chair shall be designated and may be removed by the Board; provided that the Board Chair shall not vote with respect to his or her removal. The Board Chair shall perform such duties as are commonly incident to his or her office and shall also perform such other duties and have such other powers as the Board, and during the Conservatorship, FHFA, shall designate. During the Conservatorship, the Board Chair’s compensation shall be determined by FHFA, and unless otherwise directed by FHFA, the Company shall include the expense for such compensation in the Company’s Annual Plan and Budget.

(iv) During the Conservatorship, FHFA may appoint up to four additional Managers, who shall not be directors, officers, or employees of Fannie Mae or Freddie Mac, or officers or employees of the Company, one of whom shall be designated as Board Chair as described in Section 6.1(a)(iii) above. Following the Conservatorship, any such Manager may be appointed or removed by the Board, provided that such Manager shall not vote with respect to his or her removal. During the Conservatorship, any such Manager’s compensation shall be determined by FHFA, and unless otherwise directed by FHFA, the Company shall include the expense for such compensation in the Company’s Annual Plan and Budget.

(b) Removal. Each Manager may be removed only by the person that has authority to designate such Manager, provided that FHFA may remove any Manager in the exercise of FHFA’s authority as Conservator.

(c) Upon termination of the Conservatorship, and for as long as FHFA is acting as Receiver of an Enterprise, FHFA shall have the right to appoint one Manager (the “FHFA Manager”), who shall not be a director, officer, or employee of Fannie Mae or Freddie Mac, or an officer or employee of the Company. For clarification, the FHFA Manager will be a new Manager added to the Board and not a replacement for any of the then current Managers. The Manager appointed by FHFA hereunder shall cease to be a Manager at such time as FHFA ceases to act as Receiver of an Enterprise

6.2 Authority of the Board of Managers; Voting.

(a) Authority. Subject to delegation in accordance with Section 6.15 the business and affairs of the Company shall be managed by the Board. Subject to the provisions of Section 6.2(d) and Section 6.4, the Board shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in the Charter; provided, that the Board shall manage the Company in accordance with the Annual Plan and Budget, and, to the extent that it does not conflict with the Annual Plan and Budget, the current Multi-Year Plan adopted by the Board.

(b) Required Vote.

(i) Subject to paragraph (ii) below, all decisions of the Board shall require the affirmative vote of a majority of the voting power represented at the meeting, during the Conservatorship, and the affirmative vote of the Board Chair, and, upon termination of the Conservatorship and for as long as FHFA is acting as Receiver of an Enterprise, of the FHFA Manager, if any.

(ii) After termination of the Conservatorship, a Material Decision requires the affirmative vote of a majority of the voting power represented at the meeting and of at least one Fannie Mae Manager and at least one Freddie Mac Manager, and for as long as FHFA is acting as Receiver of an Enterprise, of the FHFA Manager, if any.

(c) Voting Rights. The voting power of the Board shall be allocated as follows:

- (i) Each of the Fannie Mae Managers shall cast one vote; and
- (ii) Each of the Freddie Mac Managers shall cast one vote; and
- (iii) Each other Manager shall cast one vote.

(d) Deadlock. If a decision is not reached on any matter before the Board in accordance with Section 6.2(b) (a “Deadlock”), then the Company shall maintain the status quo until such time a decision by the Board is reached agree on such matter in accordance with Section 6.2(b). Any Manager may deliver written notice to the other Managers setting forth in reasonable detail the matter giving rise to the disagreement (the “Pre-Deadlock Notice”), and upon receipt of the Pre-Deadlock Notice the Managers will attempt to reach a decision within 10 Business Days. If the Managers are unable to reach a decision within such time period, then during the Conservatorship, each Manager shall have the right to deliver written notice to FHFA that a Deadlock exists (a “Deadlock Notice”). Subject to the provisions of Section 6.4, upon receipt of a Deadlock Notice, FHFA shall have the right, during the Conservatorship, to resolve the Deadlock in its sole and absolute discretion, and the Company shall implement such resolution to the same extent as if approved by the Board. All resolutions of Deadlock by FHFA shall be set forth in a written document signed by an authorized officer of FHFA or pursuant to such other procedures as may be agreed to by the Board and FHFA.

(e) Manager Interests. The fact that one or more Managers may have an interest in any decision, including the fact that one or more Managers has an employment relationship with or an economic interest in an entity that is the subject of the decision, shall not invalidate such decision, which shall be binding upon the Company provided that the interest of any such Manager in the decision, other than through his or her employment relationship with or economic interest in a Member, is disclosed to each other Manager.

6.3 Duties of Managers.

(a) Each Member recognizes and agrees that each Manager who is appointed by a Member and who is not also an officer of the Company is acting exclusively on behalf of the Member he or she represents, that each such Manager may act in his or her sole and absolute discretion in the manner he or she determines is in the best interests of the Member he or she represents without taking into account the interests of the other Members, that any such acts shall not be deemed “bad faith” for any purposes, and that such Managers shall have no personal liability by reason of serving as a Manager.

(b) Notwithstanding any other provision of this Agreement or any duty otherwise existing at law or in equity, to the fullest extent permitted by law, no Manager shall owe any duties (including fiduciary duties) to the Members.

6.4 Significant Matters. Notwithstanding the foregoing and any other provision contained in this Agreement to the contrary, no action shall be taken with respect to any of the matters enumerated below (each, a “Significant Matter”) without the approval of (i) the Board in accordance with Section 6.2 and (ii) during the Conservatorship, and during any period during which FHFA is acting as Receiver of one or both of the Enterprises, FHFA; provided, however, that the approval of the Board in accordance with Section 6.2 alone shall be sufficient to approve Significant Matter in the event that FHFA does not approve or deny the applicable Significant Matter in 10 Business Days from the date written notice is received by FHFA of the Significant Matter to be considered by it. All approvals and denials of Significant Matters by FHFA pursuant to this Section 6.4 shall be set forth in a written document signed by an authorized officer of FHFA or pursuant to such other procedures as may be agreed to by each Enterprise and FHFA:

- (a) Any amendments to or actions inconsistent with the Charter;
- (b) [Reserved];
- (c) Amendment of this Agreement;

(d) The determination of the initial Gross Asset Value of any contributions made by either Member to the Company (excluding for this purpose the initial Gross Asset Value of assets contributed to the Company under the Contribution Agreement, which the Parties agree have the initial Gross Asset Value set forth in the Contribution Agreement);

- 5.2(a));
- (e) The declaration or amount of any dividend or distribution (other than Tax Distributions pursuant to Section 5.2(a));
 - (f) The purchase or other acquisition of a business or entity or the merger or consolidation of the Company with or into another entity;
 - (g) The sale, lease, exchange, transfer or disposal of all or substantially all of the business or assets of the Company, in any one transaction or a series of related transactions;
 - (h) A conversion of the Company from a limited liability company into a corporation or other form of entity;
 - (i) The dissolution of the Company;
 - (j) The admission of Additional Members, the Transfer of LLC Units by either Enterprise and the issuance of additional LLC Units or membership interests in the Company;
 - (k) The withdrawal of capital by any Member;
 - (l) The initiation or settlement of any significant litigation by the Company against a third party where such litigation could impact the interests, relationships or reputation of the Company;
 - (m) The granting of any exclusive license to, or the assignment of, any Intellectual Property Rights of the Company;
 - (n) Adoption of the Company's Annual Plan and Budget or the Board approved Multi-Year Plan, any material amendments to the Annual Plan and Budget or approved Multi-Year Plan, aggregate expenditures that exceed the amounts set forth in the Annual Plan and Budget by more than five percent (5%), expenditures that are materially inconsistent with the allocations of expenditures set forth in the Annual Plan and Budget, or incurrence of indebtedness in excess of amounts reflected in the Annual Plan and Budget;
 - (o) Any matter requiring approval or consultation with the U.S. Department of the Treasury under the Senior Stock Purchase Agreement between an Enterprise and the U.S. Department of the Treasury;
 - (p) Any action that in the reasonable business judgment of the management of the Company, at the time that the action is to be taken, is likely to cause significant reputational risk to the Company or either Enterprise or result in substantial negative publicity;
 - (q) The appointment or removal of any Officer of the Company, except that FHFA approval shall only be required for appointment or removal of Officers with the title of Executive Vice President or higher;
 - (r) Entering into new compensation arrangements with any Officer of the Company or increasing amounts or benefits payable to any Officer of the Company under existing

compensation arrangements, except that FHFA approval shall only be required for compensation arrangements with Officers with the title of Executive Vice President or higher;

(s) Entry into any contract, agreement or transaction between the Company, on the one hand, and any Enterprise or any Affiliate of any Enterprise, on the other hand, and any material amendment or waiver, or any termination or assignment, thereof, but excluding (i) certain categories of change orders (or portions thereof), statements of work (or portions thereof), amendments and waivers of such contracts, agreements or transactions solely to the extent specifically approved to not be subject to this Section 6.4(s) in accordance with the Significant Matters approval process, and (ii) any contract, agreement or transaction (and any material amendment or waiver thereof) between the Company and a third party to which an Enterprise (or an Affiliate of an Enterprise) is included as a party solely for the purpose of guaranteeing, securing or providing further assurance to the third party of the Company's performance of, or compliance with the terms of, such contract, agreement or transaction; and

(t) Any capital contributions from either of the Enterprises (except as otherwise provided for in the Budget).

For the avoidance of doubt, the Deadlock resolution mechanism set forth in Section 6.2(d) shall apply with respect to the failure of the Board to be able to make a decision upon any Significant Matter in accordance with this Section 6.4; provided, however, that prior to FHFA resolving any Deadlock with respect to a Significant Matter an in-person meeting to discuss the Deadlock shall have occurred among the Chief Executive Officers of each of the Enterprises and the director of FHFA.

6.5 Meetings of the Board of Managers.

(a) Meetings of the Board shall be held at least once every two months at the principal office of the Company or at any other place within or without the State of Delaware which may be designated by the written consent of all Managers. Any Manager may call a meeting of the Board by providing notice of such meeting to each other Manager in the following manner: Notice of the date, time and place of such meeting shall be mailed by regular mail to each other Manager at his or her designated address at least six (6) days before the meeting, or sent by overnight courier to each other Manager at his or her designated address at least two (2) days before the meeting (with delivery scheduled to occur no later than the day before the meeting), or given orally by telephone or other means, or by e-mail, facsimile or telecopy, or by any other means comparable to any of the foregoing, to each other Manager at his or her designated address at least twenty-four (24) hours before the meeting. The notice of the meeting shall state the general purpose of the meeting, but other routine business may be conducted at the meeting without such matter being stated in the notice.

(b) Meeting materials shall be distributed by the Company to each Manager of the Board by: (i) for regular bi-monthly meetings, at least five (5) days in advance of the meeting (unless a shorter advance period is approved in advance by the Board Chair); and (ii) for other meetings, as early as practicable in advance of the meeting. Such materials shall be well organized and provide reasonably detailed (but concise) information concerning items on the agenda for the meeting.

(c) During the Conservatorship, the Board shall provide, or shall cause to be provided, to FHFA, written notice of all meetings of the Board, including regular bi-monthly and other meetings, by no later than the later of (i) two (2) weeks prior to the date of the meeting and (ii) the date on which notice is provided to the Managers in accordance with Section 6.5(a) hereof. During the Conservatorship, FHFA shall have the right to have one or more representatives of FHFA attend any meeting of the Board as an observer. Any such FHFA representative shall have no voting rights.

(d) During the Conservatorship, FHFA shall receive a copy of all materials distributed to the entire Board at the same time as such materials are distributed to the Board.

6.6 Quorum. As used herein, the term “Required Quorum Attendee” shall mean one Fannie Mae Manager, one Freddie Mac Manager, the Board Chair, the CEO and, upon termination of the Conservatorship and for as long as FHFA is acting as Receiver of an Enterprise, the FHFA Manager (if any). The presence in person or by proxy of a majority of the Managers, including each Required Quorum Attendee Member shall constitute a quorum for the transaction of business at a meeting of the Board. No action of the Board shall be valid in the absence of a quorum, except as provided in Section 6.7 hereof. Notwithstanding the foregoing, in the event a Required Quorum Attendee does not attend a meeting of the Board following the delivery of two notices of such meeting in accordance with Section 6.5(a) hereof, the Board Chair may determine, in his or her discretion, to proceed with the meeting following the delivery of the second notice and the meeting shall be deemed to have a quorum irrespective of the absence of such Required Quorum Attendee and any action taken by the Board at such meeting that otherwise complies with the requirements of this Agreement shall be deemed to be a valid action of the Board. After Conservatorship, the Manager who called the meeting may determine to proceed with the meeting on the conditions described in the preceding sentence, in the event that a purpose of the meeting is to consider removal of the Board Chair pursuant to Section 6.1(a)(iii).

6.7 Consent of Absentees and Waiver of Notice. The transactions of any meeting of the Board shall be as valid as though had at a meeting duly held after proper notice and with a quorum if, either before or after the meeting, each Manager not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting, or approves the minutes thereof. All such waivers, consents or approvals shall be filed with the books and records of the Company and made a part of the minutes of the meeting. Attendance of a Manager at any meeting of the Board shall constitute a waiver of notice of such meeting, except when a Manager attends for the express purpose of objecting to the transaction of any business because such meeting has not been (or allegedly has not been) duly noticed.

6.8 Written Action Without a Meeting; Telephone Meetings.

(a) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if (a) consent in writing to such action is provided by all Managers, and, in the case of Significant Matters, FHFA (provided, however, that the approval of the Board in accordance with Section 6.2 alone shall be sufficient to approve a Significant Matter in the event that FHFA does not approve or deny the applicable Significant Matter in 10 Business Days from the date written notice is received by FHFA of the Significant Matter to be considered by it), and (b) notice to FHFA in writing of the proposed written action is provided to FHFA simultaneously with the Board. The Company shall use commercially reasonable efforts to

provide the Board and FHFA with not less than two (2) Business Days advance written notice of the proposed written action, provided that the failure by the Company to provide such two (2) Business Day advance written notice shall not invalidate any written consent that otherwise complies with the provisions of this Section 6.8(a). Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Action by written consent shall have the same force and effect as a vote of the Managers of the Board.

(b) Managers may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

6.9 Proxies. Each Manager may appear and vote at any meeting of the Board, and may execute waivers of notice, consents, or approvals, through the agency of one or more persons, provided such agents are authorized to so act on behalf of the Manager by the terms of a written proxy which has been executed by such Manager and delivered to the each Manager. The Board Chair shall cause such written proxies to be filed with the books and records of the Company. If a written proxy authorizes an agent to appear and/or to vote at any meeting of the Board, such written proxy must be delivered to the Board Chair, and all Managers shall be notified of such proxy, at least one day in advance of the meeting.

6.10 Protection of Competitively Sensitive Information. The Board shall adopt and comply with policies and procedures to prevent the disclosure of competitively sensitive information of any Member to other Members. The policies and procedures will be consistent with the provisions of Articles XI and XII herein and, for the avoidance of doubt, shall not limit the scope of or otherwise restrict the licenses granted to the Members under Article XII.

6.11 Funding Review. A Funding Review (“FR”) has been established by the Company to advise the Members with respect to matters relating to the Annual Plan and Budget, the Multi-Year Plan adopted by the Board, and funding requirements of the Company. The FR shall have no voting or decision-making authority.

(a) Attendees and Meetings. The attendees of the FR shall be determined by the Members. The FR shall be held monthly in person or by telephone. The date, time and place of the meeting or call shall be determined by the Company with notice to representatives to the FR and any other attendees that may be designated by the Members given at least five (5) days in advance. The Company shall circulate meeting materials at least two (2) business days in advance of the meeting or call. The materials shall contain matters as each representative to the FR may request be addressed during the meeting or call within the scope of the FR’s duties.

(b) Duties and Responsibilities. During the FR meeting or call, the Company shall be responsible for providing reports to the Members regarding the financial condition and overall operational performance of the Company, including:

- (i) Company expenditures relative to the approved Budget;

(ii) A review of the Company's Annual Plan and Budget, Annual Report and other periodic reports prior to the Board meeting where this material will be discussed;

(iii) Recommendations to the Members with respect to the funding needs of the Company;

(iv) Reporting other financial matters as deemed appropriate by the Members;

6.12 [Reserved]

6.13 Additional Advisory Board Committees. The Board shall have the authority to create standing and special committees comprised of members of the Board to provide advice and recommendations to the Board. Board committees shall have the authority to retain consultants as necessary.

6.14 Officers.

(a) CEO. The Company shall have a Chief Executive Officer or senior most executive with such other title as the Board determines ("CEO") appointed by the Board to be responsible for the day-to-day operations of the Company and to serve in such capacity until he or she dies, resigns or is removed from office by the Board, with or without cause, provided that the CEO shall not vote with respect to his or her removal. The CEO shall report to the Board. The authority of the CEO shall be limited to matters expressly authorized herein or by the Board pursuant to a duly adopted resolution. The CEO is hereby expressly authorized to (A) implement matters approved by the Board in accordance with Section 6.2, (B) implement Significant Matters approved pursuant to the Significant Matter approval process contained in Section 6.4 and (C) once the initial Business Plan and Budget are in effect in accordance with Section 8.1, operate the Company in accordance with the Charter, Business Plan and Budget in effect from time to time in accordance with Section 8.1.

(b) Additional Officers. The Board shall have the authority to appoint and remove such additional officers of the Company (each, together with the CEO, an "Officer") as it deems appropriate to carry out the business of the Company.

6.15 Delegation of Authority to Officers. The Board shall have the authority to adopt resolutions providing for delegations of authority to the Officers of the Company.

6.16 Indemnification of Officers and Managers.

(a) Right To Indemnification.

(i) To the fullest extent permitted by law, as the same now exists or may hereafter be amended, each Person (including a Fannie Mae Manager or Freddie Mac Manager, as applicable) who was, is or is threatened to be made a party to or is otherwise involved (including as a witness) in any threatened, pending or completed action, suit, claim or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "Proceeding"), by reason of the fact that he or she is or was a Manager or Officer or an employee

of the Company or he or she is or was serving at the request of the Company (with approval of the Board) as a manager, officer, member, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (hereafter an “Indemnitee”), whether the basis of a Proceeding is an alleged action in an official capacity or in any other capacity while serving as such a manager, officer, member, partner, trustee, employee or agent shall be indemnified and held harmless by the Company against all Damages incurred or suffered by such Indemnitee in connection therewith unless the Indemnitee engaged in willful misconduct, fraud, or knowingly violated a criminal law. The Company shall indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if a proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Section 6.16(a) shall be a contract right.

(ii) Any indemnification under Section 6.16(a) (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that the Indemnitee has met the applicable standard of conduct set forth in Section 6.16(a). Such determination shall be made by the Board.

(iii) The right to indemnification conferred in Section 6.16(a) shall include the right to be paid by the Company for the reasonable and documented expenses incurred in defending any Proceeding in advance of its final disposition (hereinafter an “Advancement of Expenses”). An Advancement of Expenses shall be made upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified.

(b) Nonexclusivity Of Rights. The right to indemnification and the Advancement of Expenses conferred in this Section 6.16 shall not be exclusive of any other right that any Person may have or hereafter acquire under any statute, this Agreement, general or specific action of the Board, contract or otherwise.

(c) Indemnitor of First Resort. The Company hereby acknowledges that the Indemnitees may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Enterprises. The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Enterprises to provide any Advancement of Expenses or other indemnification are secondary), and (ii) that it irrevocably waives, relinquishes and releases the Enterprises from any and all claims against the Enterprises for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no Advancement of Expenses or other indemnification on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Enterprises shall have a right of contribution and/or be subrogated to the extent of such Advancement of Expenses or payment to all of the rights of recovery of Indemnitee against the Company.

(d) Statutory and Regulatory Limitations. The right to indemnification and the Advancement of Expenses conferred in this Section 6.16 is subject to the provisions set forth in 12 U.S.C. 4518(e) and any rules or orders that are promulgated or issued thereunder from time to time.

6.17 Audit. The Board may direct the Company to conduct an audit, which may be conducted by an independent third party, of any service provider retained by the Company, including, without limitation, any Member of the Company in its capacity as a service provider to the Company pursuant to the Administrative Services Agreement or otherwise, with the results of such audit to be provided to the Board.

ARTICLE VII ACTIONS BY MEMBERS

7.1 No Voting Rights. The Members shall not participate in the management of the Company, and shall have no voting rights under this Agreement or the Act, other than the right to designate their respective representatives, if any, on the Board. The Board shall have the authority to exercise all powers of the Members and Managers under the Act. Notwithstanding the foregoing or any other provision of this Agreement, the rights reserved to FHFA under this Agreement, any Ancillary Agreement or any other agreement entered into by the Company or by the Enterprises in connection with the Company or the Platform shall be exercised by FHFA in its capacity as, and for so long as FHFA is, Conservator of either of the Enterprises. For the avoidance of doubt, nothing in this Section 7.1 is intended to preclude the Enterprises from providing services to the Company pursuant to the Administrative Services Agreement or such other written agreements as may be entered into by the Enterprises and the Company, or pursuant to written delegation by the Board.

ARTICLE VIII OPERATIONS OF THE COMPANY

8.1 Business Plans; Budget.

(a) The Board shall adopt and approve an annual business plan and budget for the Company (the “Annual Plan and Budget”), which shall be subject to the Significant Matters approval requirements contained in Section 6.4. In addition, the Board shall adopt a business plan and budget for the Company covering three years, which will consist of general milestones and/or additional details, and shall include a financial plan (the “Multi-Year Plan”). At all times, the Annual Plan and Budget, and the Multi-Year Plan approved by the Board, and any proposed modifications thereto, shall be subject to approval, review, amendment and modification by the Board (subject to the Significant Matters approval requirements contained in Section 6.4).

(b) The Board shall manage, and the Officers shall operate, the Company in accordance with the Annual Plan and the Budget, and, to the extent that it does not conflict with the Annual Plan and Budget, the Multi-Year Plan approved by the Board, as these may be modified from time to time in accordance with the terms and conditions of this Agreement.

(c) At least sixty (60) days prior to the beginning of each fiscal year of the Company or at such other time as may be established by the Board, the CEO shall prepare and submit to the Board proposed revisions (including any extensions thereof) to the Annual Plan and Budget and (if applicable) the Multi-Year Plan. The Board shall continue to manage, and the Officers shall continue to operate, the Company consistent with the existing Annual Plan and Budget and, to the extent that it does not conflict with the Annual Plan and Budget, the existing Multi-Year Plan approved by the Board until a revised Annual Plan and Budget and (if applicable)

a revised Multi-Year Plan is approved by the Board (subject to the Significant Matters approval requirements contained in Section 6.4).

8.2 Platform. With the continued assistance and support of the Enterprises, the Company shall design, develop, build, test, operate, support, maintain, update and enhance the Platform in accordance with the Charter, the Annual Plan and Budget, the Multi-Year Plan approved by the Board, and the Customer Services Agreement, and shall use commercially reasonable efforts to commence operation of the Platform as soon as practicable.

8.3 Commitment of Business. The Customer Services Agreement sets forth the terms of each Enterprise's commitment of business to the Company.

8.4 Service Agreements. Each Enterprise shall provide certain services to the Company in accordance with the Administrative Services Agreement between such Enterprise and the Company.

8.5 Insurance. The Company shall obtain insurance from insurance companies of recognized standing in such forms and amounts and against such risks as the Board shall determine, naming as a beneficiary thereunder the Company and each Member in proportion to its respective ownership interests in the Company. Without limiting the generality of the foregoing, the Company shall obtain insurance from one or more insurance companies of recognized standing against indemnification obligations the Company may have to any Manager or Officer, and may maintain insurance, at its expense, to protect itself and any Manager, advisory board member, Officer, employee or agent of the Company or another enterprise against any expense, liability or loss. Further, upon the recommendation of the insurance broker engaged by the Enterprises to review the Company's insurance needs, the Company shall obtain insurance protecting against cyber-security risks that is consistent with insurance coverage maintained by large financial institutions and leading technology service providers handling information and data of similar sensitivity to the types of information and data to be handled by the Company; provided that such coverage is available to the Company at commercially reasonable rates.

8.6 Termination of Conservatorship. In the event FHFA is appointed as Receiver of either Enterprise and the LLC Units held by the Enterprise are transferred to a corresponding LLRE, the Company shall enter into an agreement with FHFA to grant to FHFA, as Receiver for the remaining assets in the Receivership estate, such access to and use of the Platform and the right to obtain from the Company such services, in each case, as are reasonably necessary to permit FHFA to carry out its responsibilities with regard to any assets or obligations remaining in the Receivership pursuant to the Safety and Soundness Act and the regulations of FHFA or any successor agency or entity.

ARTICLE IX EMPLOYEES

9.1 Assigned Employees.

(a) Specified employees of each Enterprise, as agreed to by the Company (with approval of the Board) and the relevant Enterprise, may be assigned to work on behalf of the Company under the direct or indirect supervision of the respective Enterprise or Company officer or officers, as the case may be, charged with such management responsibilities (each, an "Assigned Employee"). The Company shall maintain an up-to-date schedule of Assigned

Employees which includes (i) the name of each Assigned Employee, (ii) the period in which the Assigned Employee will serve as an Assigned Employee, and (iii) a high level description of the type of work to be performed by the Assigned Employee.

(b) Each Assigned Employee shall be employed by the relevant Enterprise, and shall continue to be eligible to participate in the compensation and benefit plans and programs maintained by that Enterprise for which the employee qualifies under the terms and conditions of such plans and programs.

(c) Each Enterprise shall, on a monthly basis, invoice and bill the Company for those categories of costs and expenses incurred in the preceding calendar month as are agreed between the Enterprise and the Company (subject to Board approval and the Significant Matters approval requirements contained in Section 6.4 to the extent applicable), in connection with the employment of each Assigned Employee employed by the Enterprise. Invoices submitted to the Company by each Enterprise shall reflect expenditures reported in the Enterprise's financial systems of record utilizing project codes specifically assigned to the development of the Platform or other reasonable supporting detail. Invoices shall be submitted to the Company with supporting documentation detailing monthly project hours, work descriptions, and out-of-pocket expenses.

(d) Each Assigned Employee shall be dedicated to working 100% of his or her time to perform services for the benefit of the Company and shall be subject to supervision by individuals who may or may not be employees of the Enterprise that employs the Assigned Employee. Performance assessments of each Assigned Employee, including compensation decisions within the framework of the applicable Enterprise's compensation and benefit plans, shall be conducted by the individual who supervises such Assigned Employee or the Board (which individual shall either be another Assigned Employee or an Officer or other employee of the Company), regardless of which Enterprise employs the supervising individual. Assigned Employees remain employed at-will. The Company shall have the right at any time and for any lawful reason to provide notice to the Enterprise that employs an Assigned Employee that the Company desires that the Assigned Employee no longer work on behalf of the Company as an Assigned Employee, in which case, the Assigned Employee's status as an Assigned Employee shall be terminated immediately or at such later time as may be agreed to by the Company and the Enterprise.

(e) Acts or omissions of Assigned Employees, in their capacity as Assigned Employees performing services on behalf of the Company, shall be deemed to be acts or omissions of the Company (rather than acts or omissions of the Enterprise that employs the Assigned Employee) and, for purposes of the indemnification provisions in Article 14, Assigned Employees shall be treated as Company Indemnified Parties (rather than Fannie Mae Indemnified Parties or Freddie Mac Indemnified Parties) with respect to indemnification claims that relate to their service as Assigned Employees.

(f) All Materials and intellectual property created or conceived by Assigned Employees while performing services on behalf of the Company in their capacity as Assigned Employees ("Assigned Employees IP") shall be deemed to be "works made for hire" in which the Company owns all Intellectual Property Rights. To the extent that any Assigned Employees IP is not deemed to be a "work made for hire" and the property of the Company by operation of law, each Enterprise hereby irrevocably assigns, transfers and conveys to the Company all Intellectual Property Rights in and to the Assigned Employees IP created or conceived by each Assigned Employee that the Enterprise assigned to the Company, and each Enterprise agrees to promptly

execute such documents and take such actions as the Company may reasonably request to perfect the Company's ownership of such Assigned Employees IP. Each of the Assigned Employees shall be required to execute a confidentiality and invention assignment agreement in favor of the Company with such terms and conditions as shall be approved by the Board.

(g) Certain additional terms and conditions related to the Assigned Employees, including (i) the process for the Enterprises to assign individuals as Assigned Employees, (ii) the personnel policies and practices that will apply to Assigned Employees, (iii) restrictions on the solicitation or transfer to other positions of Assigned Employees, and (iv) indemnification obligations with respect to employment-related claims are attached hereto as Exhibit D and made a part hereof.

9.2 Offers of Employment to Assigned Employees. If approved by the Board, the Company may at any time, in consultation with the Enterprise that employs an Assigned Employee, make an offer of employment with the Company to such Assigned Employee. In any event, following his or her appointment, the CEO shall discuss the status of each Assigned Employee with the Enterprise that employs the Assigned Employee and determine whether the Assigned Employee will be given an offer of employment by the Company, will continue to work as an Assigned Employee devoting all or a portion of his or her time to work on behalf of the Company, or whether the Assigned Employee will otherwise cease to work on matters relating to the Company.

ARTICLE X COVENANTS OF THE PARTIES

10.1 Non-Competition. The Customer Services Agreement sets forth the terms of each Enterprise's commitment not to compete with the Platform.

10.2 Business Opportunity. The Customer Services Agreement sets forth the terms under which the Enterprises will make available certain business opportunities to the Company.

10.3 Non-Solicitation of Employees. The Enterprises and the Company shall comply with the policies and procedures set forth in Exhibit D (and Section 9.2) relating to the solicitation for employment of Assigned Employees, employees of the Company and employees of the Enterprises who perform services on behalf of the Company pursuant to the Administrative Services Agreements.

ARTICLE XI CONFIDENTIALITY

11.1 Protection of Confidential Information.

(a) Each Recipient Party covenants and agrees to keep confidential any and all Confidential Information of any Disclosing Party, in accordance with a standard of care that shall be no less than the standard employed to protect its own information of like importance or that of others, but in no event with less than reasonable care consistent with industry practice;

(b) Each Recipient Party covenants and agrees not to print or copy, in whole or in part, any documents or other media containing any Confidential Information without the prior

written consent of the Disclosing Party other than (i) copies for its Permitted Recipient Parties, and (ii) for its Permitted Internal Purposes;

(c) Each Recipient Party covenants and agrees not to use any Confidential Information it receives from a Disclosing Party for any purpose other than (i) in connection with or in furtherance of the Business, and (ii) for its Permitted Internal Purposes;

(d) Each Recipient Party covenants and agrees not to disclose, or permit the disclosure of, Confidential Information of a Disclosing Party to any third party except (i) to a Party or the Permitted Recipients of a Party, or (ii) to other persons, on a need to know basis, for the Permitted Internal Purposes, provided that such other persons are bound by confidentiality obligations that are at least as protective of the Confidential Information as the terms of this Article XI (“Other Permitted Persons”). In the case of disclosures pursuant to clause (ii) of this Section 11.1(d), such disclosure shall be subject to the internal controls that the Recipient Party exercises with respect to its own Confidential Information of like importance;

(e) With respect to Confidential Information obtained by the Disclosing Party from a third party, each Recipient Party covenants and agrees to abide by any use and non-disclosure restrictions imposed by the third party on such Confidential Information to which the Disclosing Party is subject, provided that the Disclosing Party has informed the Recipient Party of such restrictions in writing in advance;

(f) To the extent that any Confidential Information disclosed by an Enterprise to the Company (and to which the other Enterprise has access) is never used to a material degree by the Company, the Enterprise that did not disclose such Confidential Information shall not have any use rights thereto;

(g) The Enterprises shall not use for any purpose whatsoever each other’s Confidential Information that is Nonpublic Member Data. For the avoidance of doubt, the term “use” in this Section 11.1(g) shall be construed broadly to include any productive use, including the testing or verification purposes of the Enterprises. Notwithstanding the foregoing, but subject to Section 11.1(h) below, the prohibition in this Section 11.1(g) shall not apply to the testing and verification processes conducted by employees of the Enterprises directly involved in the build, design, development, testing, operation, support or maintenance of the Platform under the direct or indirect supervision of the respective Enterprise or Company officer or officers, as the case may be, charged with such management responsibilities;

(h) The Company shall maintain and comply with the written information security program (including the administrative, technical and physical safeguards set forth therein) approved by the Board. Any changes to the Company's information security program will be subject to Board approval. Any use, access or disclosure of Confidential Information by the Company (including Nonpublic Member Data) shall comply with (i) the terms of this Agreement, (ii) the terms set forth in any other agreement between the Parties and (iii) appropriate policies and controls adopted by the Company, consistent with the approved information security program; and

(i) The provisions of this Article XI shall not apply to Intellectual Property Rights solely to the extent such Intellectual Property Rights are subject to the license rights set forth in Article XII; provided, however, that each Recipient Party shall keep confidential all trade secrets and other Intellectual Property Rights of a Disclosing Party that are of a confidential nature (which shall not include issued patents, registered copyrights of non-confidential works of

authorship, and trademarks) with the standard of care specified in Section 11.1(a) and shall disclose such information to third parties only on a need to know basis, provided that such third parties are bound by confidentiality obligations that are at least as protective of the Confidential Information as the Recipient Party would require in similar circumstances with respect to its own information of like importance.

11.2 Permitted Recipient Parties and Other Permitted Persons. Each Recipient Party shall advise any Permitted Recipient Party and Other Permitted Persons to which it discloses Confidential Information of the confidential nature of the Confidential Information and shall require such Permitted Recipient Party and Other Permitted Person to protect the confidentiality of such Confidential Information in accordance with the provisions of this Article XI, provided, that, with respect to each Recipient Party's use of such Confidential Information for its Permitted Internal Purposes, it shall only be required to adhere to its own internal controls, policies and procedures for the confidential treatment of information that is similar in nature and of comparable important to the Confidential Information at issue, which controls shall be consistent with industry practice. Each Recipient Party shall be liable for any breach of any obligation hereunder by any of its Permitted Recipient Parties or Other Permitted Persons and agrees to take all reasonable measures (including but not limited to court proceedings for injunctive relief, if reasonable under the circumstances) to restrain its respective Permitted Recipient Parties or Other Permitted Persons from prohibited or unauthorized disclosure or use of such Confidential Information. Nothing in this Agreement shall prohibit the disclosure by any Recipient Party of Confidential Information to FHFA, in its role as Conservator of the Enterprises or as regulator and supervisor of the Company, or to FHFA's Office of Inspector General, in its oversight capacity of FHFA, and FHFA's employees, agents, attorneys or other professional advisors.

11.3 Disclosure. In the event a Recipient Party receives a court order or other governmental or administrative decree requiring disclosure of Confidential Information of a Disclosing Party, or if a Recipient Party is otherwise legally obligated to disclose the Confidential Information of a Disclosing Party (other than as a result of any directive or other instruction from FHFA), such Recipient Party shall, if it is legally permitted to do so, give the Disclosing Party reasonable written notice prior to such disclosure in order to permit such Disclosing Party, at such Disclosing Party's expense, to seek a protective order or otherwise take steps to prevent the disclosure of such Confidential Information. The Recipient Party shall cooperate with the Disclosing Party in seeking a protective order or other measure to limit the required disclosure of the Disclosing Party's Confidential Information, and release only so much of such Confidential Information as is required by any resulting order, decree or legal obligation.

11.4 Breach. Each Party agrees that in the event of a breach or threatened breach by any Party, including its Permitted Recipient Parties and Other Permitted Persons, of the provisions of this Article XI, the non-breaching Party may not have an adequate remedy in money damages and, accordingly, shall be entitled to seek an injunction against such breach, in addition to any other legal or equitable remedies available to it.

11.5 Residual Knowledge. Each Disclosing Party acknowledges that the Recipient Parties may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Disclosing Party's Confidential Information. The Parties agree that they also may acquire Residual Knowledge as a result of this Agreement. Any use or disclosure by any Party of Residual Knowledge shall not constitute a breach of this Agreement, provided that such use or disclosure does not violate the patents or copyrights of any other Party hereto. Subject to the foregoing proviso, nothing in this Agreement will prohibit a

Recipient Party from using Residual Knowledge to develop or have developed for itself, or otherwise use or disclose, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in such Confidential Information. The Parties shall have no obligation to limit or restrict the work assignments of their Permitted Recipient Parties as a result of their having had access to any other Party's Confidential Information.

11.6 Breach Notification. The Recipient Party shall promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of, or access to, the Disclosing Party's Confidential Information by or arising through the Recipient Party of which it becomes aware, and take all reasonable steps requested by the Disclosing Party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.

ARTICLE XII INTELLECTUAL PROPERTY

12.1 Licenses to Enterprises of Intellectual Property Rights.

(a) Except as otherwise agreed to in a written contract approved in accordance with Section 6.4(s), the Company hereby grants to each Enterprise a non-exclusive, non-transferable (except as set forth in Section 17.9), fully-paid, royalty free, perpetual (both during and following the respective Enterprise's Membership in the Company), irrevocable and worldwide license to Exploit all Materials and all Intellectual Property Rights (other than trademarks) that are owned or licensed by the Company while the respective Enterprise is a Member of the Company, which may be used by each Enterprise for any purpose, subject to any restrictions that may be set forth in the Customer Services Agreement. The foregoing license excludes any use rights with respect to third party licensed Materials to the extent the third party licenses do not permit such use rights to be granted; provided, however, that upon written request from an Enterprise, the Company shall use commercially reasonable efforts to obtain a separate license in the name of the Enterprise, which license shall be at that Enterprise's expense (as approved in advance by such Enterprise).

(b) The rights to sublicense and distribute such Materials and Intellectual Property Rights pursuant to Section 12.1(a) shall apply to the extent reasonably necessary or appropriate for each Enterprise to Exploit such Materials and Intellectual Property Rights for the operation of its business; provided, however, that such sublicense or distribution shall not be solely for the purpose of receiving royalties or other licensing revenue from the sublicense or such Materials and Intellectual Property Rights themselves (as opposed to in combination with other aspects of the Enterprise's business) and shall contain confidentiality obligations that are at least as protective of the Company's Confidential Information as the terms of Article XI. Without limiting the generality of the foregoing, the Enterprises may permit third parties providing services to the Enterprises to access such Materials and the Technology embodying such Intellectual Property Rights, provided that such third parties are bound by confidentiality obligations that are at least as protective of the Company's Confidential Information as the terms of Article XI.

(c) In the event of the bankruptcy of the Company pursuant to the Bankruptcy Code and an attendant rejection of this Agreement or any license granted hereunder, the Parties intend that the provisions of Section 365 of the Bankruptcy Code shall apply and the Enterprises shall be entitled to retain all license rights granted in this Agreement and possession of all Materials and Intellectual Property Rights licensed under this Agreement, and to exercise all rights to obtain possession of Materials and embodiments of Intellectual Property Rights in accordance with this Agreement and any other agreement supplementary hereto, and the Enterprises shall have no obligation to pay any additional fees or payments in connection with the exercise of the license rights granted under this Agreement and use of any such licensed Materials or Intellectual Property Rights.

12.2 Third Party Intellectual Property Rights. As soon as practicable following the date hereof, the management of the Company shall adopt policies and procedures governing the use by the Company of Software and Materials owned by third parties (including open source software), including in connection with the design and development of the Platform.

12.3 Disclosure and Delivery of Intellectual Property Rights and Materials. This Article XII establishes the Enterprises' right to Exploit the Materials and Intellectual Property rights owned or licensed by the Company. To facilitate the exercise of those rights in a manner that does not create unreasonable burdens for the Company, the Members and the Company will agree on a schedule for delivery of Materials and Intellectual Property by the Company to the Enterprises, which schedule may be updated by written agreement of both Members and the Company from time to time. The remaining provisions of this Article XII will apply until a schedule is agreed upon by the parties and will serve as default requirements in case any schedule agreed upon by the parties expires without a replacement having been agreed upon. Within thirty (30) days after the end of each calendar quarter, the Company will provide to each Enterprise (unless such Enterprise notifies the Company that it elects to defer such delivery) a then current (i.e. as of the end of the applicable calendar quarter) listing of all Materials and Intellectual Property Rights owned or licensed by the Company, including a complete listing of all Software and other Materials incorporated in or reasonably necessary to enable the Enterprises to Exploit the Platform. Following receipt of such listing, an Enterprise may request in writing no more than one time per calendar quarter that the Company provide to the Enterprise, and the Company shall provide to such Enterprise within five business days after receipt of the request, current copies of any Materials or Intellectual Property Rights listed therein (or such portion thereof as was requested by such Enterprise) including current copies of object code and Source Code for Software included in the Materials. At the request of an Enterprise, the Company shall also provide a reasonable amount of basic knowledge transfer as is reasonably necessary to permit the Enterprise to Exploit the Platform using appropriately skilled and knowledgeable resources; provided, however, that such obligation of the Company shall not interfere with the priority of the Company's day to day operations and objectives and shall not otherwise create an unreasonable burden on the Company or its employees. If an Enterprise ceases to be a Member of the Company, the Company shall provide a then current (i.e. as of the date it ceases to be a Member of the Company) listing and copies of the foregoing Materials and Intellectual Property Rights to such Enterprise within thirty (30) days after it ceases to be a Member; thereafter, the Company's obligations under this Section 12.3 shall terminate.

12.4 Prosecution of Intellectual Property Rights. The Company shall have the sole authority to prosecute any patents on inventions developed by or for the Company and assigned to it using patent counsel selected by the Board.

12.5 Protection of Company Intellectual Property Rights. The Company shall use commercially reasonable efforts to protect and enforce its Intellectual Property Rights in and to the Platform, and any underlying Software owned by the Company, including by bringing infringement suits against infringers in its reasonable discretion. Should the Company fail to do so, in the reasonable judgment of an Enterprise, the Enterprise shall have the right to bring such matter before the Board. If, after consideration of the Board, the Company declines to bring an infringement action against an infringer, such decision shall be final, and neither Enterprise shall have any further right to raise such matter before the Board or to otherwise object to such decision.

12.6 Covenant Not to Sue.

(a) Each Party covenants that it shall not Assert any Patent Rights owned or controlled by it against (i) the Company or its Covered Persons with respect to their designing, building, developing, testing, operating, supporting, maintaining, updating, enhancing and using the Platform in accordance with this Agreement and the Customer Services Agreement, or (ii) an Enterprise or its Covered Persons with respect to such Enterprise's Exploitation of the Materials and Intellectual Property Rights pursuant to Section 12.1 in accordance with the terms of this Agreement. Each covenant in this Section 12.6 is referred to as a "CNTS." For clarification, a Patent Right is subject to the CNTS only to the extent that it would be infringed in the absence of a license thereunder as a result of the activities described in subparagraphs (i) and (ii) above. The Parties acknowledge and agree that no CNTS in any way narrows the scope of, restricts the application of, or otherwise limits or adversely affects, the licenses granted to the Parties pursuant to Section 12.1 and the Contribution Agreement.

(b) Each CNTS runs with title to any Patent Rights to the extent they are subject to the CNTS and binds any assignee, exclusive licensee, or other individual or entity that acquires any interest in any Patent Rights that are subject to the CNTS, whether or not that individual or entity has actual or constructive knowledge of the CNTS.

(c) The CNTS granted by each Enterprise in favor of the other Enterprise and its Covered Persons shall be effective for so long as both Enterprises remain Members and both CNTS shall terminate when either Enterprise ceases to be a Member, provided, that each CNTS shall continue in perpetuity with respect to all Patent Rights owned or controlled by each grantor Enterprise on or prior to the date on which an Enterprise ceased to be a Member (and including without limitation future patents and patent applications claiming priority to the foregoing). The CNTS granted by each Enterprise in favor of the Company and its Covered Persons shall be effective for so long as such Enterprise remains a Member and shall terminate when it ceases to be a Member, provided, that such CNTS shall continue in perpetuity with respect to all Patent Rights owned or controlled by such grantor Enterprise on or prior to the date on which it ceased to be a Member (and including without limitation future patents and patent applications claiming priority to the foregoing). The CNTS granted by the Company in favor of each Enterprise shall be effective for so long as such Enterprise remains a Member and shall terminate when its ceases to be a Member, provided, that such CNTS shall continue in perpetuity with respect to all Patent Rights owned or controlled by the Company on or prior to the date on which such Enterprise

ceased to be a Member (and including without limitation future patents and patent applications claiming priority to the foregoing).

(d) To effectuate the purpose of Section 12.6 (b) above, if either of the Enterprises intends (x) to transfer or assign (directly, by operation of law, or in connection with a merger, acquisition, or sale of all or substantially all of an Enterprise's assets) ownership of a Patent Right to any third party, or (y) to grant an exclusive license to, or other proprietary interest in, any Patent Right, which Patent Right, the Enterprise knew or reasonably should have known, is subject to the CNTS at the time of the transfer, assignment, or grant, then prior to any such transfer, assignment, or grant, such Enterprise shall secure in writing from the third party (i) the CNTS with respect to such Patent Right to the same extent as it applies at such time to such Enterprise and (ii) a covenant to secure a similar CNTS from any subsequent owner or exclusive licensee of such Patent Right. If for any reason any transferee, assignee, or grantee does not so agree in writing, then, effective immediately prior to that transfer, assignment, or grant, the Enterprise shall be deemed to have granted to the Company an automatically-vested, nonexclusive, irrevocable, perpetual, fully-paid-up, royalty-free, worldwide, transferable, assignable license under such Patent Right to design, build, develop, test, operate, support, maintain, update, enhance and use the Platform in accordance with this Agreement and the Customer Services Agreement.

ARTICLE XIII TRANSFER OF LLC UNITS

13.1 Prohibition on Transfers by Enterprises. Neither Fannie Mae nor Freddie Mac may Transfer their respective LLC Units, or any portion thereof, without (i) approval as a Significant Matter pursuant to Section 6.4, and (ii) proper receipt of such other Governmental Approvals as may be necessary.

ARTICLE XIV INDEMNIFICATION

14.1 Indemnification by Fannie Mae.

(a) Subject to the limitations set forth in this Article XIV and to all applicable regulatory requirements and restrictions, Fannie Mae shall defend, indemnify and hold harmless each of the Freddie Mac Indemnified Parties and the Company Indemnified Parties from and against any costs, damages, losses, expenses (including, without limitation, settlements, judgments and reasonable attorneys' fees and costs relating thereto), claims, obligations or liabilities ("Damages") suffered or incurred by any Freddie Mac Indemnified Party or Company Indemnified Party, as the case may be, to the extent such Damages result or arise from:

Agreement; or
this Agreement.

- (i) a breach or inaccuracy of any of the representations or warranties made by Fannie Mae in this Agreement; or
- (ii) a breach of any of the covenants or agreements made or to be performed by Fannie Mae pursuant to this Agreement.

(b) Notwithstanding the foregoing, Fannie Mae shall not be required to indemnify or hold any Freddie Mac Indemnified Party or Company Indemnified Party harmless from or against any Damages to the extent that such Damages arise out of or relate to the negligence, willful misconduct or breach of any of its representations, warranties, covenants or agreements herein, in any Ancillary Agreement or in any certificate, agreement, document or instrument delivered pursuant hereto or thereto, by any Freddie Mac Indemnified Party or Company Indemnified Party, as applicable.

14.2 Indemnification by Freddie Mac.

(a) Subject to the limitations set forth in this Article XIV and to all applicable regulatory requirements and restrictions, Freddie Mac shall defend, indemnify and hold harmless each of the Fannie Mae Indemnified Parties and the Company Indemnified Parties from and against any Damages suffered or incurred by any Fannie Mae Indemnified Party or Company Indemnified Party, as the case may be, to the extent such Damages result or arise from:

Agreement; or
this Agreement.

- (i) a breach or inaccuracy of any of the representations or warranties made by Freddie Mac in this Agreement; or
- (ii) a breach of any of the covenants or agreements made or to be performed by Freddie Mac pursuant to this Agreement.

(b) Notwithstanding the foregoing, Freddie Mac shall not be required to indemnify or hold any Fannie Mae Indemnified Party or Company Indemnified Party harmless from or against any Damages to the extent that such Damages arise out of or relate to the negligence, willful misconduct or breach of any of its representations, warranties, covenants or agreements herein, in any Ancillary Agreement or in any certificate, agreement, document or instrument delivered pursuant hereto or thereto, by any Fannie Mae Indemnified Party or Company Indemnified Party, as applicable.

14.3 Indemnification by the Company.

(a) Subject to the limitations set forth in this Article XIV and to all applicable regulatory requirements and restrictions, the Company shall defend, indemnify and hold harmless each of the Fannie Mae Indemnified Parties and the Freddie Mac Indemnified Parties from and against any Damages suffered or incurred by any Fannie Mae Indemnified Party or Freddie Mac Indemnified Party, as the case may be, to the extent such Damages result or arise from:

(i) a breach by the Company of any Fannie Mae Assigned Contract (as such term is defined in the Contribution Agreement) or Freddie Mac Assigned Contract (as such term is defined in the Contribution Agreement); or

(ii) a breach by the Company of any contract or other agreement pursuant to which either or both Enterprises agrees to serve as a co-party, guarantor or otherwise for purposes of providing assurance or security to the third-party to such contract or agreement of the Company's performance, provided that the indemnity under this Subparagraph (ii) shall be limited to the Damages suffered by the applicable Enterprise in its capacity as a co-party, guarantor or otherwise for purposes of providing assurance or security to such third-party.

(b) Notwithstanding the foregoing, the Company shall not be required to indemnify or hold any Freddie Mac Indemnified Party or Fannie Mae Indemnified Party harmless from or against any Damages to the extent that such Damages arise out of or relate to the negligence, willful misconduct or breach of any of its representations, warranties, covenants or agreements herein, in any Ancillary Agreement or in any certificate, agreement, document or instrument delivered pursuant hereto or thereto, by any Freddie Mac Indemnified Party or Fannie Mae Indemnified Party, as applicable.

14.4 Indemnification Procedures. In any case where an Indemnified Party shall seek indemnification under this Agreement for a third party claim, suit or proceeding (a "Claim"), such indemnification shall be conditioned on such Indemnified Party's compliance with the following procedures:

(a) The Indemnified Party will give prompt written notice to the party from whom such indemnification is sought (the "Indemnifying Party") of each Claim for indemnification under this Agreement, specifying to the extent then known the amount and nature of the Claim (a "Notice of Indemnification"). No failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that Damages are attributable to such failure. Within fifteen (15) days following receipt of a Notice of Indemnification from the Indemnified Party relating to any Claim, the Indemnifying Party will notify the Indemnified Party in writing if the Indemnifying Party elects to assume control of the defense and settlement of that Claim (a "Defense Election").

(b) If the Indemnifying Party delivers a Defense Election relating to any Claim within the required notice period, the Indemnifying Party will be entitled to have sole control over the defense and settlement of such Claim; provided, however, that

(i) the Indemnified Party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim, provided, however, that, if the Indemnified Party cooperates and provides assistance at the request of the Indemnifying Party in connection with the Indemnifying Party's defense, the Indemnified Party shall be entitled to recover from the Indemnifying Party the reasonable costs of providing such assistance;

(ii) before entering into any settlement of such Claim or ceasing to defend against such Claim, the Indemnifying Party will obtain the prior written approval of the Indemnified Party in respect of any compromise or settlement that would impose any penalty,

limitation, disclosure obligation, or injunction or other equitable relief upon the Indemnified Party or that does not include the third party's release of the Indemnified Party from all liability relating to such Claim for which the Indemnified Party is entitled to be indemnified; and

(iii) the Indemnifying Party shall inform the Indemnified Party on a regular basis of the status of such Claim and the Indemnifying Party's defense thereof.

(c) Subject to Section 14.4(b), after the Indemnifying Party has delivered a Defense Election relating to any claim in accordance with Section 14.4(a), the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses incurred by such Indemnified Party in connection with the defense of that Claim. In addition, the Indemnifying Party will not be required to indemnify the Indemnified Party for any amount paid or payable by such Indemnified Party in the settlement of any claim for which the Indemnifying Party has delivered a timely Defense Election if such amount was agreed to without the written consent of the Indemnifying Party.

(d) Provided that the Notice of Indemnification is given (unless the failure to provide such Notice of Indemnification does not actually and materially prejudice the interests of the Indemnifying Party), and the Indemnifying Party (i) has not delivered a Defense Election relating to any Claim within the required notice period, or (ii) has delivered a Defense Election relating to a Claim but has not retained counsel within 30 days following the delivery of the Defense Election, then the Indemnified Party shall have the right to defend, contest or otherwise protect against the same, and make any compromise or settlement thereof and recover any related Damages, including any Damages incurred in securing the Indemnified Party's rights under this Agreement, from the Indemnifying Party.

(e) In the event that the counsel retained by the Indemnifying Party determines that it cannot represent the Indemnifying Party and the Indemnified Party in connection with the defense of any Claim consistent with the applicable rules of professional conduct, the Indemnified Party shall have the right to employ separate counsel and to control its own defense in connection therewith, and the reasonable fees and expenses of such separate counsel shall be paid by the Indemnifying Party.

(f) An Indemnified Party shall, to the extent practicable and reasonably within its control and at the expense of the Indemnifying Party, make commercially reasonable efforts to mitigate any Damages of which it has adequate notice, provided that the Indemnified Party shall not be obligated to act in contravention of applicable law or in contravention of reasonable and customary practices of a prudent person in similar circumstances.

(g) The obligation to indemnify a party's officers, directors, employees and agents in accordance with this Article XIV may be enforced exclusively by such party and nothing herein shall be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the parties to this Agreement.

14.5 Limits on Indemnification.

(a) The parties hereto waive as against each other any claim to consequential, special, exemplary or punitive damages except to the extent consequential, special, exemplary or punitive damages are awarded to a third party against an Indemnified Party in circumstances in which such Indemnified Party is entitled to indemnification hereunder.

(b) Each Indemnified Party shall maintain such insurance coverage with respect to its business as is customary for an entity of the size and nature of such Indemnified Party. Each Indemnified Party shall be obligated in connection with any claim for indemnification under this Article XIV to use commercially reasonable efforts to obtain any insurance proceeds and indemnification payments payable to such Indemnified Party by any third party available with regard to the applicable claim. The amount which the Indemnifying Party is or may be required to pay to any Indemnified Party pursuant to this Article XIV shall be reduced (retroactively, if necessary) by any insurance proceeds, indemnification payments or other amounts actually recovered by or on behalf of the indemnified party in reduction of the related damages. If the Indemnified Party receives the payment required by this Agreement from the Indemnifying Party in respect of Damages and subsequently receives insurance proceeds, indemnification payments or other amounts in respect of such Damages, then such Indemnified Party shall promptly repay to the Indemnifying Party a sum equal to the amount of such insurance proceeds, indemnification payments or other amounts actually received.

14.6 Exclusive Remedy.

(a) The remedies provided in this Article XIV shall be the exclusive remedies of the Parties hereto in connection with any claim or action arising out of any breach by, or inaccuracy of, another Party's (i) representations, (ii) warranties or (iii) covenants and agreements. The provisions of this Article XIV shall apply to claims for indemnification asserted as between the Parties as well as to third-party claims.

(b) Nothing in this Section 14.6 is intended to limit or expand the remedies provided under any Ancillary Agreement for claims arising under those Ancillary Agreements.

ARTICLE XV DISPUTE RESOLUTION

15.1 Disputes. The Members and the Company shall attempt in good faith to resolve any dispute, controversy or claim between or among them arising out of or relating to this Agreement, including without limitation any dispute over the breach, interpretation or validity thereof (a "Dispute"). Any Member or the Company, as applicable, may request through written notice to all of the other Members and the Company that the Dispute be referred to senior executives of the Members and the Company, as applicable, that are parties to the Dispute who have authority to resolve the Dispute. The senior executives shall attempt to resolve the Dispute by agreement within sixty (60) days of such notice. The senior executives shall take such actions as may be necessary in connection with any discussions relating to any Dispute to prevent the disclosure of competitively sensitive information of one Member or the Company, as applicable, to other Members or the Company, as applicable.

15.2 Legal Proceedings. If any Dispute is not resolved by the senior executives of the Members or the Company, as applicable, that are party to the Dispute within the sixty (60) day period prescribed by Section 15.1, any such Member or the Company may institute legal proceedings in a federal court in the State of Maryland, which shall be the exclusive forum for such Dispute to the fullest extent permitted by applicable law.

15.3 Resolution by Conservator. Notwithstanding the foregoing, at any time during which FHFA is Conservator of both (but not just one) Enterprises, FHFA shall have the authority to resolve any Dispute between the Enterprises and between either or both Enterprises and the Company. While FHFA is Conservator of both (but not just one) Enterprises, FHFA may direct that the Enterprises take such actions and engage in such processes as FHFA shall determine to resolve any Dispute, and the Enterprises shall comply with FHFA's direction.

ARTICLE XVI NOTICES

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by an internationally recognized overnight courier service, or (iii) transmitted by electronic mail (with a confirmation copy sent by one of the other methods authorized in this Section or by mailing, postage prepaid), addressed as follows (or such other address as the Parties may designate from time to time in writing):

If to Fannie Mae:

Federal National Mortgage Association
1100 15th Street, NW
Washington, DC 20005
Attn: Executive Vice President, General Counsel & Corporate Secretary
E-Mail: terry_theologides@fanniemae.com

Copies to:

Federal Housing Finance Agency
400 7th Street, SW
Washington, DC 20024
Attn: Deputy Director, Division of Conservatorship
E-Mail: CSS@fhfa.gov

and

Federal National Mortgage Association
1100 15th Street, NW
Washington, DC 20005
Attn: Vice President, Deputy General Counsel & Deputy Corporate Secretary
Email: christine_e_reddy@fanniemae.com

If to Freddie Mac:

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102
Attn: Ricardo A. Anzaldua
Executive Vice President, General Counsel and Corporate Secretary
E-Mail: ricardo_anzaldua@freddiemac.com

Copies to:

Federal Housing Finance Agency
400 7th Street, SW
Washington, DC 20024
Attn: Deputy Director, Division of Conservatorship
E-Mail: CSS@fhfa.gov

and

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102
Attn: Melinda L. Reingold
Vice President & Deputy General Counsel - Mortgage Securities
E-Mail: melinda_reingold@freddiemac.com

If to the Company:

Common Securitization Solutions, LLC
7501 Wisconsin Avenue, Suite 300
Bethesda, Maryland 20814
Attn: Chief Executive Officer
Email: tony.renzi@commonsecuritization.com

Copies to:

Common Securitization Solutions, LLC
7501 Wisconsin Avenue, Suite 300
Bethesda, Maryland 20814
Attn: Senior Vice President, Chief Legal and Compliance Officer
Email: carol.rakatansky@commonsecuritization.com

Federal Housing Finance Agency
400 7th Street, SW
Washington, DC 20024
Attn: Deputy Director, Division of Conservatorship
E-Mail: CSS@fhfa.gov

All notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given on the first to occur of: (i) the date of receipt if delivered personally, (ii) the first Business Day following the day the same is deposited with an internationally recognized courier service if sent by overnight delivery service, or (iii) the date sent (without notice of non-delivery) if sent by electronic mail transmission.

ARTICLE XVII
MISCELLANEOUS

17.1 FHFA Authority.

(a) FHFA's actions pursuant to this Agreement shall be performed in its capacities as Conservator of the Enterprises and as regulator and supervisor of the Company, and any approval, designation, direction or other rights reserved to FHFA under this Agreement shall be exercised by FHFA in those roles.

(b) Notwithstanding the foregoing, nothing in this Agreement is intended to, nor shall, limit in any manner FHFA's authority with respect to the Enterprises and their respective assets (including their LLC Units) as Conservator or Receiver, nor as regulator and supervisor of the Enterprises and the Company.

(c) Notwithstanding any other provision of this Agreement to the contrary, if FHFA is no longer Conservator of either Enterprise, all rights of FHFA in its capacity as Conservator arising exclusively under this Agreement shall cease, but its rights as regulator and supervisor of the Enterprises and the Company shall persist.

17.2 Scope of the Parties' Authority. Unless otherwise provided in this Agreement, no Party shall, without the prior written consent of the other Party, in any manner use the name of, or commit or act or purport to act for or as a representative of, or assume any obligations or responsibilities on behalf of, such other Party, whether before or after the formation of the Company.

17.3 Force Majeure. Should any circumstance beyond the reasonable control of any Member occur which delays or renders impossible the performance of any of its obligations under this Agreement, such obligation shall be postponed for such time as such performance necessarily has had to be suspended or delayed on account thereof; provided such Member shall notify the other Members and the Company in writing within fourteen (14) days after the occurrence of such force majeure. In such event, representatives of each Member, the Company and FHFA shall promptly meet to determine an equitable solution to the effect of any such event, provided that any Member who fails because of force majeure to perform its obligations hereunder or thereunder will upon the cessation of the force majeure take all reasonable steps within its power to resume with the least possible delay compliance with its obligations. Events of force majeure shall include, without limitation, war, revolution, invasion, insurrection, riots, mob violence, sabotage or other civil disorders, acts of God, strikes or other labor disputes, acts, laws, regulations or rules of any government or governmental agency and any other circumstances beyond the reasonable control of the Member, the obligations of which are affected thereby.

17.4 Severability. If any term or provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy, but this Agreement shall be narrowly reformed and construed in any such jurisdiction or case as if such invalid, inoperative, illegal or unenforceable provision had never been contained herein and such provision narrowly reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or in such case.

17.5 Entire Agreement. The terms and conditions herein contained together with the terms and conditions of the Ancillary Agreements, the Customer Services Agreement and the other documents attached as Schedules and Exhibits hereto constitute the entire agreement between the Parties relating to the subject matter of this Agreement and shall supersede all previous communications between the Parties with respect to the subject matter of this Agreement. No Party has entered into this Agreement in reliance upon a representation, warranty or undertaking of the other Party which is not set out or referred to in this Agreement.

17.6 Further Assurances. The Parties hereto shall at any time, and from time to time execute and deliver such additional instruments and other documents and shall at any time, and from time to time take such further actions as may be reasonably necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby

17.7 No Third Party Rights. This Agreement shall not be deemed or construed in any way to result in the creation of any rights or obligations in any Person not a party to this Agreement (including, but not limited to, employees or contractors of any Enterprise or the Company), other than FHFA and the third parties entitled to indemnification pursuant to Article XIV.

17.8 Applicable Law. This Agreement and the rights and liabilities of the parties hereto shall be governed by and construed in accordance with applicable U.S. federal laws and the laws of the State of New York applicable to contracts made and to be performed within such jurisdiction and without regard to any conflicts of laws principle that would result in the application of the laws of any other jurisdiction.

17.9 Assignment of Agreement. This Agreement shall be binding upon and inure to the benefit of each Party hereto and its permitted successors and assigns, including with respect to each Enterprise, the corresponding LLRE as contemplated by Section 3.1(b). Subject to Section 3.1(b), no Party hereto shall assign, transfer, or otherwise dispose of (by operation of law or otherwise) any of its rights or obligations under this Agreement in whole or in part to any Person without the prior written consent of the other Parties; provided, however, that in the event any Enterprise is placed into receivership and the LLC Units held by the Enterprise are transferred to a

corresponding LLRE, such LLRE shall become a party to this Agreement as successor-in-interest to the Enterprise.

17.10 Waivers. No waiver, forbearance, or failure by any Party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such Party's right to enforce such provision thereafter or to enforce any other provision of this Agreement. No single or partial exercise of any right or power hereunder shall operate as a waiver of such right or of any other right or power. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available.

17.11 Amendments. No amendment or supplement to this Agreement shall be effective for any purpose unless in writing and signed by an authorized officer of each Party hereto.

17.12 Survival. The provisions of Articles XI, XII, XIV, XV, and XVI of this Agreement shall survive indefinitely.

17.13 Expenses. Each Party shall bear its own costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement and all related agreements referred to herein, except to the extent specifically provided otherwise in this Agreement or in any of those related agreements or as otherwise agreed by the Enterprises.

17.14 Construction. The Enterprises agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

17.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument, binding on all of the Parties. Signatures provided by facsimile or electronic copy shall have the same effect as originals.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: /s/ David Benson
Name: David Benson
Title: President

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: /s/ Jerry Weiss
Name: Jerry Weiss
Title: Executive Vice President and Chief
Administrative Officer

COMMON SECURITIZATION SOLUTIONS,
LLC

By: /s/Anthony N. Renzi
Name: Anthony N. Renzi
Title: Chief Executive Officer

Schedule 3.2

LLC UNITS AND PERCENTAGE INTERESTS OF THE MEMBERS

Member	LLC Units	Percentage Interest
Federal National Mortgage Association	1000 Units	50%
Federal Home Loan Mortgage Corporation	1000 Units	50%

EXHIBIT A

**FIRST AMENDED AND RESTATED
CHARTER OF COMMON SECURITIZATION SOLUTIONS, LLC,**
a Delaware limited liability company

as of November 3, 2014

Reference is hereby made to Common Securitization Solutions, LLC, a Delaware limited liability company (the "Company"), formed on the 7th day of October, 2013, by the filing of a Certificate of Formation of the same date in the Office of the Secretary of State of the State of Delaware, by the Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac") (collectively, the "Enterprises").

WHEREAS, the Company shall be jointly and equally owned by the Enterprises, and has been formed by them and shall have the following purposes:

To develop, operate, update and maintain the systems, software, processes, infrastructure and business activities necessary or appropriate to facilitate the efficient, large-scale issuance of single-family, residential, mortgage-related securities by both Enterprises and, potentially, other users (including a Single Security, as described in the *Request for Input: Single Security* published by FHFA on August 12, 2014 (including different types of Single Security as described in that document), with any modifications of such Single Security as may be agreed upon between the Enterprises), and the related sale and administration of such securities.

EXHIBIT B

ASSIGNED EMPLOYEE TERMS AND CONDITIONS

This Exhibit D is to be read in conjunction with Article 9 of the LLC Agreement. Except as otherwise stated herein, all capitalized terms set forth herein shall have the meanings set forth in the LLC Agreement.

1. **Assignment of Assigned Employees.** Individuals shall be assigned to work on behalf of the Company as Assigned Employees either by: (i) application by an individual through an Enterprise's posting process, which may be open to both internal (for both Enterprises) and external candidates; or (ii) an Enterprise identifying and assigning qualified persons to work on the Platform. The Enterprises will jointly determine the process for candidate selection; however, the Enterprise which employs (or will employ) the individual will determine, in its sole discretion, (A) the conditions for employment and (B) whether the individual has the skills needed for the assignment and is available to be assigned to work on behalf of the Company.
2. **Applicable Policies.** Assigned Employees will be subject to the personnel policies and practices of the Enterprise which employs them, including but not limited to the compensation and benefits policies and practices of the employing Enterprise. Assigned Employees shall not be subject to any personnel policies or practices of any other entity, with the exception of Company policies and practices that are specifically related to: (i) the operation of the facility in which they will perform their duties, including security procedures, hours in which the facility is open, and badge systems; (ii) performance management; (iii) training; (iv) on-the-job conduct and behavior; and (v) compliance with respect to safety, legal requirements and codes of conduct. In the event of any conflict or inconsistency between the policies and practices of the Company specifically related to the matters described in the preceding sentence and the policies and practices of an Enterprise specifically related to such matters, the policies and practices of the Company specifically related to such matters will be controlling.
3. **Restricted Period.** All Assigned Employees shall remain at-will employees of their respective Enterprise during the course of the assignment. However, subject to the Enterprises' rights to terminate the employment relationship with or without cause or notice, the Enterprises agree that each Assigned Employee will not be transferred from working on behalf of the Company as an Assigned Employee to another Enterprise position or assignment for a period of one year following the start of the individual's assignment as an Assigned Employee ("Restricted Period").
 - i. During the Restricted Period, an Assigned Employee may be transferred from the assignment with the Company to another Enterprise position or assignment only by agreement of both the Company and the Enterprise employing the Assigned Employee.
 - ii. If an Assigned Employee becomes employed by the Company during the Restricted Period, the Enterprises agree that they will not solicit the Company employee during the Restricted Period, except by agreement of both the Company and the Enterprise seeking to employ the Company employee.
 - iii. Following the Restricted Period, there shall be no restriction on the Assigned Employee moving to another position or assignment within his or her employing Enterprise.

For clarification, the Restricted Period shall not be shortened or extended by the Assigned Employee's hire by the Company; the Restricted Period shall be one year from the start of the assignment regardless of whether the Assigned Employee becomes employed by the Company during the course of the Restricted Period.

4. **Indemnification – Assigned Employees.** The Company shall defend, indemnify, and hold harmless each of the Fannie Mae Indemnified Parties and Freddie Mac Indemnified Parties from and against any Damages suffered or incurred by any Fannie Mae Indemnified Party or Freddie Mac Indemnified Party, as the case may be, to the extent such Damages result or arise from any employment-related Claim (whether such Claim is based on contract, statute or common law) asserted by any Assigned Employee related to the Assigned Employee's work or assignment to work on the Platform or any other work on behalf of the Company, including but not limited to any claim of discrimination and harassment, failure to comply with laws pertaining to wages and hours (including the payment of overtime wages), alleged violations of right to privacy, alleged violation of health or safety laws, the failure to provide legally required leaves of absence or other alleged violations of law. The indemnification procedures set forth in Section 14.4 of the LLC Agreement shall apply to any indemnification under this Section 4.
5. **Indemnification – Company Employees.** The Company shall defend, indemnify, and hold harmless each of the Fannie Mae Indemnified Parties and Freddie Mac Indemnified Parties from and against any Damages suffered or incurred by any Fannie Mae Indemnified Party or Freddie Mac Indemnified Party, as the case may be, to the extent such Damages result or arise from any employment-related Claim (whether such Claim is based on contract, statute, or common law) asserted by any Company employee or as a result of any acts or omissions by a Company employee which gives rise to an employment-related Claim, including but not limited to any claim of discrimination and harassment, failure to comply with laws pertaining to wages and hours (including the payment of overtime wages), alleged violations of right to privacy, alleged violation of health or safety laws, the failure to provide legally required leaves of absence or other alleged violations of law. The indemnification procedures set forth in Section 14.4 of the LLC Agreement shall apply to any indemnification under this Section 5.