**Rider to Loan Agreement**

**Additional Provisions – Sale or Securitization of Loan**

(Revised 6-14-2022)

The following changes are made to the Loan Agreement that precedes this Rider:

A. Section 11.14 is deleted and replaced with the following:

**11.14 Lender’s Rights to Sell or Securitize**. Borrower acknowledges that Lender, and each successor to Lender’s interest, may (without prior Notice to Borrower or Borrower’s prior consent), sell or grant participations in the Loan (or any part of the Loan), sell or subcontract the servicing rights related to the Loan, securitize the Loan or place the loan in a trust. Borrower agrees to cooperate with all reasonable requests of Lender in connection with any of the foregoing including taking the following actions and causing Guarantor to take the actions specified in Sections 11.14(c) through 11.14(e):

(a) Executing any financing statements or other documents deemed necessary by Lender or its transferee to create, perfect or preserve the rights and interest to be acquired by such transferee.

(b) Delivering revised organizational documents, counsel opinions, and executed amendments to the Loan Documents satisfactory to the Rating Agencies.

(c) Providing updated Borrower and Guarantor financial information with appropriate verification through auditors’ letters for Borrower’s financial information, if required by Lender. (If Lender requires that Borrower’s updated financial information be accompanied by appropriate verification through auditors’ letters, then Lender will reimburse Borrower for the costs which Borrower reasonably incurs in connection with obtaining such auditors’ letters.)

(d) Providing updated information on all litigation proceedings affecting Borrower, any Borrower Principal, Property Manager, or, if this is a Seniors Housing Loan, any Facility Operator, as required in Section 6.16.

(e) Reviewing all information that Lender may require for Lender’s Disclosure Documents, regarding any of the following:  
  
(i) Borrower.

(ii) SPE Equity Owner.

(iii) Guarantor.

(iv) Affiliates of Borrower, SPE Equity Owner, or Guarantor.

(v) Property Manager.

(vi) Facility Operator, if this is a Seniors Housing Loan.

(vii) Mortgaged Property.

(f) Providing (i) a mortgagor estoppel regarding any information provided by Borrower, Borrower Principals, or if this is a Seniors Housing Loan, Facility Operator, in connection with the Loan, including the information specified in this Section 11.14, and (ii) if requested by Lender, a letter from Borrower’s counsel addressed to the Lender with respect to Borrower Information contained in any Disclosure Document, stating that no facts have come to the attention of Borrower’s counsel in the course of its review of any Disclosure Document which causes it to believe that the Borrower Information contains an untrue statement of any material fact or the Borrower Information omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(g) Entering into an indemnification agreement with Lender and any underwriters of any Securitization that includes the Loan confirming Borrower’s indemnification obligations under this Loan Agreement and with respect to any additional information provided to Lender pursuant to this Section 11.14.

Notwithstanding anything set forth above in this Section 11.14, Borrower will not be required to execute any document that changes the interest rate, the stated maturity date or the amortization of principal set forth in the Note, or that modifies or amends any essential economic terms of the Loan.