**Rider to Loan Agreement**

**Cooperative Borrower**

(Revised 6-14-2022)

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

A. The following table is added to Section 1.05:

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| **Cooperative Unsecured Line of Credit** |
| Unsecured Line of Credit Maximum Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

B. Section 4.02(b) is deleted and replaced with the following:

(b) Deferral of Imposition Reserve Deposits; Delivery of Receipts.

(i) If Lender does not collect an Imposition Reserve Deposit with respect to an Imposition either marked “Deferred” in Section 1.03 or pursuant to a separate written deferral by Lender, then on or before the earlier of the date each such Imposition is due, or the date this Loan Agreement requires each such Imposition to be paid, Borrower will provide Lender with proof of payment of each such Imposition.

(ii) Lender may revoke its deferral of any of the Imposition Reserve Deposits by Notice to Borrower upon the occurrence of any of the following:

(A) Borrower does not timely pay any of the Impositions.

(B) Borrower fails to provide timely proof to Lender of such payment.

(C) At any time during the existence of an Event of Default.

(D) Reserved.

C. Section 4.04(b) is deleted and replaced with the following:

(b) Deferral of Monthly Replacement Reserve Deposits.

(i) Notwithstanding Section 4.04(a), Borrower will not be required to pay the Monthly Replacement Reserve Deposit to Lender on each Installment Due Date if the Monthly Replacement Reserve Deposit is marked “Deferred” in Section 1.03.

(ii) Reserved.

(iii) Upon the occurrence of a default under this Loan Agreement or any other Loan Document, Lender may, in Lender’s Discretion, reinstate collection of the Monthly Replacement Reserve Deposit, or the Revised Monthly Replacement Reserve Deposit, as applicable, by Notice to Borrower.

D. Section 6.07 is deleted and replaced with the following:

**6.07 Cooperative Borrower Books and Records; Financial Reporting**.

(a) Delivery of Books and Records.

(i) Borrower will keep and maintain at all times at the Mortgaged Property or the Property Manager’s office, and upon Lender’s request will make available at the Mortgaged Property (or, at Borrower’s option, at the Property Manager’s office), complete and accurate books of account and records (including copies of supporting bills and invoices) adequate to reflect correctly the operation of the Mortgaged Property and copies of all written contracts, Leases, and other instruments which affect the Mortgaged Property. The books, records, contracts, Leases and other instruments will be subject to examination and inspection by Lender at any reasonable time (“**Books and Records**”).

(ii) Borrower will keep the Books and Records in accordance with one of the following accounting methods, consistently applied, and Borrower will promptly provide Lender Notice of any change in Borrower’s accounting methods:

(A) Generally accepted accounting principles, or GAAP.

(B) Tax method of accounting, if under the tax method of accounting, the accrual basis is used for interest expense, real estate taxes and insurance expense, and the cash basis is used for all other items, including income, prepaid rent, utilities and payroll expense. Financial statements may exclude depreciation and amortization.

(C) Such other method that is acceptable to Lender.

(b) Delivery of Statement of Income and Expenses; Rent Schedule and Other Statements. Borrower will furnish to Lender each of the following:

(i) Reserved.

(ii) Within 90 days after the end of each fiscal year of Borrower, each of the following:

(A) An annual statement of income and expenses for Borrower for that fiscal year.

(B) A balance sheet showing all assets and liabilities of Borrower as of the end of that fiscal year.

(C) Reserved.

(D) A statement of changes in financial position of Borrower for that fiscal year.

(E) The most recently approved annual budget and capital expense plan.

(iii) Within 30 days after the date of filing, copies of all tax returns filed by Borrower.

(c) Additional Reporting Requirements Upon Request. Borrower will furnish to Lender each of the following:

(i) Upon Lender’s request, in Lender’s sole and absolute discretion prior to a Securitization, and thereafter upon Lender’s request in Lender’s Discretion, a monthly maintenance fee roll and a monthly statement of income and expenses for Borrower, in each case within 25 days after the end of each month.

(ii) Upon Lender’s request in Lender’s Discretion, such other financial information or property management information (copies of bank account statements from financial institutions where funds owned or controlled by Borrower are maintained, and an accounting of security deposits) as may be required by Lender from time to time, in each case within 30 days after such request.

(iii) Upon Lender’s request in Lender’s Discretion, and any other information requested by Lender within 30 days after such request, except that Lender will not require the foregoing more frequently than quarterly unless there has been an Event of Default and such Event of Default is continuing, in which case Lender may require Borrower to furnish the foregoing more frequently.

(d) Form of Statements; Audited Financials. A natural person having authority to bind Borrower (or the SPE Equity Owner or Guarantor, as applicable) will certify each of the statements, schedules and reports required by Sections 6.07(b), 6.07(c) and 6.07(f) to be complete and accurate. Each of the statements, schedules and reports required by Sections 6.07(b), 6.07(c)(i), 6.07(c)(iii) and 6.07(f) will be in such form and contain such detail as Lender may reasonably require. Lender also may require that any of the statements, schedules or reports listed in Sections 6.07(b), 6.07(c) and 6.07(f) be audited at Borrower’s expense by independent certified public accountants acceptable to Lender, at any time when an Event of Default has occurred and is continuing or at any time that Lender, in its reasonable judgment, determines that audited financial statements are required for an accurate assessment of the financial condition of Borrower or of the Mortgaged Property.

(e) Failure to Timely Provide Financial Statements or Additional Reporting. If Borrower fails to provide in a timely manner the statements, schedules and reports required by Sections 6.07(b), 6.07(c) and 6.07(f), Lender will give Notice to Borrower specifying the statements, schedules and reports required by Sections 6.07(b), 6.07(c) and 6.07(f) that Borrower has failed to provide. If Borrower has not provided the required statements, schedules and reports within 10 Business Days following such Notice, then: (i) Borrower will pay a late fee of $500 for each late statement, schedule or report, plus an additional $500 per month that any such statement, schedule or report continues to be late, and (ii) Lender will have the right to have Borrower’s books and records audited, at Borrower’s expense, by independent certified public accountants selected by Lender in order to obtain such statements, schedules and reports, and all related costs and expenses of Lender will become immediately due and payable and will become an additional part of the Indebtedness as provided in Section 9.02. Notice to Borrower of Lender’s exercise of its rights to require an audit will not be required in the case of an emergency, as determined in Lender’s Discretion, or when an Event of Default has occurred and is continuing.

(f) Reserved.

(g) Reporting Upon Event of Default. If an Event of Default has occurred and is continuing, Borrower will deliver to Lender upon written demand all books and records relating to the Mortgaged Property or its operation.

(h) Credit Reports. Borrower authorizes Lender to obtain a credit report on Borrower at any time.

(i) Reserved.

# E. Section 6.13(a)(x)(C) is deleted and replaced with the following:

(C) One or more lines of credit not secured by a lien on the Mortgaged Property or any interests in Borrower (“**Unsecured Line of Credit**”) that collectively do not exceed the Unsecured Line of Credit Maximum specified in Section 1.05.

F. Section 11.11(b)(xiii) is deleted and replaced with the following:

(xiii) Reserved.

G. The following definitions are added to Article XII:

“**Unsecured Line of Credit**” is defined in Section 6.13(a)(x)(C).

“**Unsecured Line of Credit Maximum**” is defined in Section 1.05.