**Rider to Loan Agreement**

**Cross-Collateralized Transaction**

(Revised 6-13-2023)

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

A. The following table is added to Section 1.05:

|  |  |
| --- | --- |
| **Cross-Collateralized Loans** | |
| **Additional Supplemental Financing Test for Cross-Collateralized Loans**: *(select one)* | |
|  | Not applicable |
|  | Required |
|  | **Maximum Aggregate Combined LTV**: \_\_\_% |
|  | **Minimum Aggregate DSCR**:\_\_\_\_\_:1 |
| *(See Section 11.11)* | |

B. Section 2.12 is deleted and replaced with the following:

**2.12** **Cross-Collateralized Loans.** The Indebtedness is secured by, among other things, the Security Instrument and the Related Security Instruments and reference is made to the Security Instrument, the Related Security Instruments, the Cross-Collateralization Agreement, this Loan Agreement and the Related Loan Agreements for other rights with respect to the collateral for the Indebtedness.

C. Section 3.03(k) is deleted and replaced with the following:

(k) The avoidance, in whole or in part, of the transfer creating the Lien of the Security Instrument, or a court order providing an alternative remedy to that avoidance, because of the occurrence on or before the date that the Security Instrument was recorded of a fraudulent transfer or a preference under federal bankruptcy, state insolvency, or similar creditors’ rights laws.

D. Section 6.11(e) is deleted and replaced with the following:

(e) Right to Apply Condemnation Proceeds in Connection with a Partial Release. Notwithstanding anything to the contrary set forth in this Loan Agreement, including this Section 6.11, for so long as the Loan or any portion of the Loan is included in a Securitization in which the Note is assigned to a REMIC trust, then each of the following will apply:

(i) If any portion of theMortgaged Property and/or any Related Mortgaged Property is released from the Lien of the Loan in connection with a Condemnation and if the ratio of (A) the unpaid principal balance of the Loanand any Related Loans (as defined in the Cross-Collateralization Agreement) to (B) the value of the Mortgaged Propertyand the Related Mortgaged Properties (with the value of the Mortgaged Property and the Related Mortgaged Properties first being reduced by the outstanding principal balance of any Senior Indebtedness with respect to either the Mortgaged Property or the Related Mortgaged Properties and the outstanding principal balance of any indebtedness secured by the Mortgaged Property or the Related Mortgaged Properties that is at the same level of priority with the Indebtedness and taking into account only the related land and buildings and not any personal property or going-concern value), as determined by Lender in its sole and absolute discretion based on a commercially reasonable valuation method permitted in connection with a Securitization, is greater than 125% immediately after such Condemnation and before any Restoration or repair of the Mortgaged Property (but taking into account any planned Restoration or repair of the Mortgaged Property as if such planned Restoration or repair were completed), then Lender will apply any net proceeds or awards from such Condemnation, in full, to the payment of the principal of the Indebtednessand/or any other portion of the Total Indebtedness as determined by Lender and in accordance with applicable REMIC law whether or not then due and payable, unless Lender has received an opinion of counsel (acceptable to Lender if such opinion is provided by Borrower) that a different application of the net proceeds or awards will not cause such Securitization to fail to meet applicable federal income tax qualification requirements or subject such Securitization to any tax, and the net proceeds or awards are applied in the manner specified in such opinion.

(ii) If (A) neither Borrower nor Lender has the right to receive any or all net proceeds or awards as a result of the provisions of any agreement affecting the Mortgaged Property (including any Ground Lease (if applicable), condominium document, or reciprocal easement agreement) and therefore cannot apply the net proceeds or awards to the payment of the principal of the Indebtedness as set forth above, or (B) Borrower receives any or all of the proceeds or awards described in Section 6.11(e)(ii)(A) and fails to apply the proceeds in accordance with Section 6.11(e)(i), then Borrower will prepay the Indebtednessand/or any other portion of the Total Indebtedness (as determined by Lender and in accordance with applicable REMIC law) in an amount which Lender, in its sole and absolute discretion, deems necessary to ensure that the Securitization will not fail to meet applicable federal income tax qualification requirements or be subject to any tax as a result of the Condemnation, unless Lender has received an opinion of counsel (acceptable to Lender if such opinion is provided by Borrower) that a different application of the net proceeds or awards will not cause such Securitization to fail to meet applicable federal income tax qualification requirements or subject such Securitization to any tax, and the net proceeds or awards are applied in the manner specified in such opinion.

E. ***If Borrower is a Single Asset Entity,*** then the changes to Section 6.13(a)(x)(D) and 6.13(a)(xiv)(C) described in Paragraph E of this Rider are not applicable, and Paragraph E is deemed “Reserved”.

F. ***If Borrower is a Single Purpose Entity***, then each of the following apply, and each of the following modifications of Section 6.13(a)(x)(D) and 6.13(a)(xiv)(C) supersede any other modification that may have been made to such sections by other Riders attached to this Loan Agreement:

(1) Section 6.13(a)(x)(D) is deleted and replaced with the following:

(D) The Related Indebtedness under the Cross-Collateralization Agreement.

(2) Section 6.13(a)(xiv)(C) is deleted and replaced with the following:

(C) As required by the Cross-Collateralization Agreement and the other Loan Documents.

G. The introductory paragraph of Section 7.05(a) is deleted in its entirety and replaced with the following:

(a) Conditions for Lender’s Consent. Subject to the terms and conditions set forth in Section 15 of the Cross-Collateralization Agreement, with respect to a Transfer that would otherwise constitute an Event of Default under this Article VII, Lender will consent, without any adjustment to the rate at which the Indebtedness bears interest or to any other economic terms of the Indebtedness set forth in the Note, if, prior to such Transfer, each of the following requirements is satisfied:

H. Section 9.01(cc) is deleted and replaced with the following:

(cc) The occurrence of an “Event of Default” as defined in the Cross-Collateralization Agreement.

I. ***If the Additional Supplemental Financing Test for Cross-Collateralized Loans is marked “Not applicable” in Section 1.05***,then the changes to Sections 11.11(b)(iv) and Section 11.11(b)(v) described in Paragraph J of this Rider are not applicable, and Paragraph I is deemed “Reserved”.

J. ***If the Additional Supplemental Financing Test for Cross-Collateralized Loans is marked “Required” in Section 1.05***, then each of the following apply:

(1) Section 11.11(b)(iv) is deleted and replaced with the following:

(iv) No Supplemental Loan may cause the combined debt service coverage ratio of the Mortgaged Property after the making of that Supplemental Loan to be less than the Minimum DSCR. As used in this Section 11.11, the term “combined debt service coverage ratio” means, with respect to the Mortgaged Property, the ratio of:

(A) the annual net operating income from the operations of the Mortgaged Property at the time of the proposed Supplemental Loan,

to

(B) the aggregate of the annual principal and interest payable on all of the following:

(1) the Indebtedness under this Loan Agreement (using a 30-year amortization schedule),

(2) any “Indebtedness” as defined in any security instruments recorded against the Mortgaged Property (using a 30-year amortization schedule for any Supplemental Loans), and

(3) the proposed “Indebtedness” for any Supplemental Loan (using a 30-year amortization schedule).

In addition, no Supplemental Loan may cause the aggregate combined debt service coverage ratio of the Mortgaged Property and the Related Mortgaged Properties after the making of the Supplemental Loan to be less than the Minimum Aggregate DSCR. As used in this Section 11.11, the term “aggregate combined debt service coverage ratio” means, with respect to the Mortgaged Property, the ratio of:

(C) the aggregate annual net operating income from the operations of the Mortgaged Property and the Related Mortgaged Properties at the time of the proposed Supplemental Loan,

to

(D) the aggregate of the annual principal and interest payable on all of the following:

(1) the Indebtedness under this Loan Agreement and the Related Indebtedness under the Related Loan Agreements (using a 30-year amortization schedule),

(2) any “Indebtedness” as defined in any security instruments recorded against the Mortgaged Property or the Related Mortgaged Properties (using a 30-year amortization schedule for any Supplemental Loans), and

(3) the proposed “Indebtedness” for any Supplemental Loan and any other “Supplemental Loan” as defined in the Related Loan Agreements (using a 30-year amortization schedule).

As used in this Section 11.11, “annual principal and interest” with respect to a floating rate loan will be calculated by Freddie Mac using an interest rate equal to one of the following:

(X) Reserved.

(Y) If the loan has an external interest rate cap, the Amortizing Strike Rate plus the Margin (as such terms are defined in this Loan Agreement or the Related Loan Agreement, as applicable).

(Z) If the loan has no interest rate cap, the greater of (I) 7%, or (II) the then-current Index Rate plus the Margin plus 300 basis points (as such terms are defined in this Loan Agreement or the Related Loan Agreement, as applicable).

The annual net operating income of the Mortgaged Property and the Related Mortgage Properties will be as determined by Freddie Mac in its discretion considering factors such as income in place at the time of the proposed Supplemental Loan and income during the preceding 12 months, and actual, historical and anticipated operating expenses. Freddie Mac will determine the combined debt service coverage ratio and the aggregate combined debt service coverage ratio of the Mortgaged Property based on its underwriting. Borrower will provide Freddie Mac such financial statements and other information as Freddie Mac may require to make these determinations.

(2) Section 11.11(b)(v) is deleted and replaced with the following:

(v) No Supplemental Loan may cause the combined loan to value ratio of the Mortgaged Property after the making of that Supplemental Loan to exceed the Maximum Combined LTV, as determined by Freddie Mac. As used in this Section 11.11, “combined loan to value ratio” means, with respect to the Mortgaged Property, the ratio, expressed as a percentage, of:

(A) the aggregate outstanding principal balances of all of the following:

(1) the Indebtedness under this Loan Agreement,

(2) any “Indebtedness” as defined in any security instruments recorded against the Mortgaged Property, and

(3) the proposed “Indebtedness” for any Supplemental Loan,

to

(B) the value of the Mortgaged Property.

In addition, no Supplemental Loan may cause the aggregate combined loan to value ratio of the Mortgaged Property and the Related Mortgaged Properties after the making of that Supplemental Loan to exceed the Maximum Aggregate Combined LTV, as determined by Freddie Mac. As used in this Section 11.11, “aggregate combined loan to value ratio” means the ratio, expressed as a percentage of:

(C) the aggregate outstanding principal balances of all of the following:

(1) the sum of the Indebtedness under this Loan Agreement and the Related Indebtedness under the Related Loan Agreements,

(2) any other “Indebtedness” as defined in any security instruments recorded against the Mortgaged Property or the Related Mortgaged Properties that is not included in clause (I) above, and

(3) the proposed “Indebtedness” for any Supplemental Loan being made with respect to the Mortgaged Property or the Related Mortgaged Properties,

to

(D) the aggregate value of the Mortgaged Property and Related Mortgaged Properties.

Freddie Mac will determine the combined loan to value ratio of the Mortgaged Property and the aggregate combined loan to value ratio of the Mortgaged Property and Related Mortgaged Properties based on its underwriting. Borrower will provide Freddie Mac such financial statements and other information Freddie Mac may require to make these determinations. In addition, Freddie Mac, at Borrower’s expense, may obtain MAI appraisals of the Mortgaged Property and the Related Mortgaged Properties in order to assist Freddie Mac in making the determinations under this Section 11.11. If Freddie Mac requires an appraisal, then the value of the Mortgaged Property and the Related Mortgaged Properties that will be used to determine whether the Maximum Combined LTV and the Maximum Aggregate Combined LTV has been met will be the lesser of the appraised value set forth in such appraisal or the value of the Mortgaged Property as determined by Freddie Mac.

K. Section 11.11(b)(xviii) is deleted and replaced with the following:

(xviii) If required by Freddie Mac at its discretion:

(A) All applicable parties must enter into documentation acceptable to Freddie Mac to effectively cross-collateralize and cross-default each Supplemental Loan with any or all of the Loan, the Related Loans, any Senior Indebtedness, and/or any supplemental loans or senior loans with respect to the Loan or any of the Related Loans.

(B) The loan documents evidencing any Supplemental Loan must be modified as required by Freddie Mac to reflect the cross-collateralization and cross-default described above.

(C) Freddie Mac’s then-current cross-collateralization requirements with respect to title insurance, opinions of counsel and other legal due diligence must be satisfied.

(D) The title insurance policy for each Supplemental Loan must include the following endorsements (to the extent available in the applicable jurisdiction):

(1) An ALTA Form 12-06 Tie-In or Aggregation Endorsement (or equivalent or TLTA Form T-16 Endorsement for properties located in Texas).

(2) An ALTA Form 20-06 “First Loss” Endorsement (or equivalent or a TLTA Form T-14 Endorsement for properties located in Texas).

(3) A “Multiple Foreclosure” Endorsement in form and substance acceptable to Freddie Mac.

L. Section 11.13(b)(xi) is deleted and replaced with the following:

(xi) The provisions of this Section 11.13 are subject to the provisions of Section 15 of the Cross-Collateralization Agreement.

M. The following definitions are added to Article XII:

“**Additional Supplemental Financing Test for Cross-Collateralized Loans**” is defined in Section 1.05.

“**Cross-Collateralization Agreement**” means the Cross-Collateralization Agreement - Master dated as of the date of this Agreement by and among Borrower, Lender, and the Related Borrowers, as amended from time to time.

“**Maximum Aggregate Combined LTV**” is defined in Section 1.05.

“**Minimum Aggregate DSCR**” is defined in Section 1.05.

“**Related Borrowers**” is defined in the Cross-Collateralization Agreement.

“**Related Indebtedness**” is defined in the Cross-Collateralization Agreement.

“**Related Loan Agreements**” is defined in the Cross-Collateralization Agreement.

“**Related Loan Documents**” is defined in the Cross-Collateralization Agreement.

“**Related Loans**” is defined in the Cross-Collateralization Agreement.

“**Related Mortgaged Properties**” is defined in the Cross-Collateralization Agreement.

“**Related Security Instruments**” is defined in the Cross-Collateralization Agreement.

**“Total Indebtedness**” is defined in the Cross-Collateralization Agreement.