**Rider to Continuing Covenant Agreement – TEL**

**Equity Bridge Loan Debt**

(Revised 3-26-2024)

The following changes are made to the Continuing Covenant Agreement which precedes this Rider:

A. The following table is added to Section 1.05:

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| **Equity Bridge Loan** |
| Equity Bridge Loan Lender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Equity Bridge Loan Amount: $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Equity Bridge Loan Note Date: \_\_\_/\_\_\_/20\_\_\_ |
| Equity Bridge Loan Collateral: *(mark all that apply)*  an assignment of capital contributions to Borrower from Equity Investor  a pledge of Borrower GP/Manager’s interest in Borrower  a pledge of any limited partner’s equity interest in Borrower  a guaranty of the Equity Bridge Loan  any interest reserve under the Equity Bridge Loan Documents |
| *(See Sections 2.14, 4.03, 6.13, 7.03 and 9.01)* |

B. Section 2.14 is deleted and replaced with the following:

2.14 **Bridge Loan UCC Collateral.**

(a) Power of Attorney. With respect to the Bridge Loan UCC Collateral, Borrower hereby appoints Funding Lender as Borrower’s agent and attorney-in-fact, which appointment is irrevocable and coupled with an interest, with full authority in its place and stead and in its name or otherwise, from time to time, in Funding Lender’s discretion to take any action and to execute any instrument which Borrower has failed to promptly take or execute and which Funding Lender has reasonably requested of Borrower and which Funding Lender reasonably deems necessary, desirable or advisable to accomplish the purposes of this appointment, including without limitation any of the following actions:

(i) To issue payment/draw instructions to Equity Bridge Loan Lender.

(ii) To transfer the Bridge Loan UCC Collateral to its own or its nominee’s name.

(iii) To collect by any proceeding or otherwise and endorse, receive and receipt for any cash or property comprising the Bridge Loan UCC Collateral or payable on or on account thereof and to make any compromise or settlement with respect to such Bridge Loan UCC Collateral or such proceedings.

(iv) To cure any defaults by Borrower, Borrower GP/Manager, Equity Investor or any other partner, member or owner of Borrower under the Equity Bridge Loan Documents.

Notwithstanding the foregoing, Funding Lender agrees that it will not exercise the power of attorney granted to it under this subsection (a) unless an Event of Default has occurred and is continuing.

(b) Duty of Care. Funding Lender will not have any duty or obligation to care for the Bridge Loan UCC Collateral. Furthermore, Funding Lender will be deemed to have exercised reasonable care in the custody and preservation of the Bridge Loan UCC Collateral in its possession if such Bridge Loan UCC Collateral is accorded treatment substantially equal to that which Funding Lender accords other property in which it has a security interest. It is understood that Funding Lender will not have any responsibility for: (a) ascertaining or taking action with respect to exchanges, maturities or other matters relating to any of the Bridge Loan UCC Collateral, whether or not Funding Lender has knowledge of such matters, (b) protecting the value of the Bridge Loan UCC Collateral or any rights or privileges Borrower may have with respect thereto, or (c) taking steps to preserve rights against any Persons with respect to the Bridge Loan UCC Collateral.

(c) Funding Lender’s Right to Obtain Disbursements. Upon the occurrence and during the continuance of an Event of Default, Funding Lender may, subject to satisfaction of the conditions of advance under the Equity Bridge Loan Documents (except for any condition that no Borrower default, event of default or breach exists under the Equity Bridge Loan Documents), enforce Funding Lender’s right to obtain disbursements of Equity Bridge Loan Proceeds thereunder for the purposes set forth in the Equity Bridge Loan Documents. Upon receipt of such disbursements, Funding Lender will cause the Equity Bridge Loan Proceeds to be remitted to Fiscal Agent to be deposited in the Borrower Equity Account and disbursed in accordance with the terms of this Continuing Covenant Agreement.

C. Section 4.03(g)(ii)(D) is deleted and replaced with the following:

(D) If Equity Bridge Loan Lender’s consent is required under the Equity Bridge Loan Documents for any disbursement of Equity Bridge Loan Proceeds from the Rehabilitation Escrow Fund, Borrower will obtain such consent prior to requesting Loan Servicer’s approving signature.

D. Section 6.13(a)(x)(J) is deleted and replaced with the following to acknowledge the Equity Bridge Loan is permissible under the terms of Borrower’s Single Purpose Entity requirements:

(J) The Equity Bridge Loan.

E. Section 7.03(a)(vii)(F) is deleted and replaced with the following:

(F) If Equity Bridge Loan Lender is an Affiliate of Equity Investor and the Equity Bridge Loan Documents include a pledge of Borrower GP/Manager’s interest in Borrower (a “**Borrower GP/Manager Pledge**”) as indicated in Section 1.05, upon the occurrence of an Equity Bridge Loan Default (as defined in the Equity Bridge Loan Subordination Agreement), Equity Bridge Loan Lender may effect a Transfer contemplated by this Section 7.03(a) by foreclosure of the Borrower GP/Manager Pledge provided that Equity Bridge Loan Lender complies with the terms and conditions of this Section 7.03(a) and the Equity Bridge Loan Subordination Agreement. For purposes of this paragraph, in the first sentence of this Section 7.03(a)(vii)(F), an Equity Bridge Loan Default will be deemed to constitute an event of default by Borrower GP/Manager under the Organizational Documents and a foreclosure of the Borrower GP/Manager Pledge will be deemed to constitute a replacement of the Borrower GP/Manager in accordance with the terms of the Organizational Documents.

F. Section 9.01(fff) is deleted and replaced with the following:

(fff) Any default, event of default or breach (however such terms may be defined in the Equity Bridge Loan Documents) occurs under the Equity Bridge Loan Documents and any applicable notice and/or cure periods have expired.

G. The following definitions are added to Article XII:

“**Equity Bridge** **Loan**” means that certainloan made by Equity Bridge Loan Lender to Borrower, as evidenced by the Equity Bridge Loan Note and secured by the Equity Bridge Loan Collateral.

“**Equity Bridge Loan Collateral**” means, collectively, each item identified in Section 1.05 and all accessions to, substitutions for and replacements, products and proceeds of any of the same.

“**Equity Bridge** **Loan Documents**”means, collectively, the Equity Bridge Loan Note and all other documents evidencing, securing or governing the Equity Bridge Loan.

“**Equity Bridge Loan Lender**” is as specified in Section 1.05.

“**Equity Bridge Loan Note**” means that certain note from Borrower to Equity Bridge Loan Lender, dated as specified in Section 1.05, evidencing the Equity Bridge Loan.

“**Equity Bridge Loan Proceeds**” means all amounts which may hereafter be paid, advanced or disbursed by Equity Bridge Loan Lender to Borrower pursuant to the terms and conditions of the Equity Bridge Loan Documents.

“**Equity Bridge Loan Subordination Agreement**” means that certain subordination agreement, dated as of the Effective Date, by and among Fiscal Agent, Funding Lender and Equity Bridge Loan Lender.

H. The following definition in Article XII is revised as follows:

Subsection (xxviii) of the definition of “**Mortgaged Property**” is deleted and replaced with the following subsection:

(xxviii) (A) the Equity Bridge Loan Proceeds and all investments, interest, income and other gain from the investment of such moneys, (B) all of Borrower’s rights to enforce the obligations of Equity Bridge Loan Lender to disburse the Equity Bridge Loan Proceeds to Borrower under the Equity Bridge Loan Documents (subject to the terms and conditions to advances thereunder and for the purpose set forth under that agreement), and (C) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money and goods (whether equipment or inventory) (collectively, “**Bridge Loan UCC Collateral**”).

I. The provisions of this Rider will be inapplicable and of no force and effect upon the earlier to occur of (a) completion by Borrower of the Rehabilitation or (b) payment in full of the Indebtedness.