**Rider to Project Note – TEL**

**Ground Lease Mortgage**

(Revised 6-27-2023)

The following changes are made to the Project Note that precedes this Rider:

A. If Fee Estate Encumbered by Security Instrument is selected in Section 1.04 of the Continuing Covenant Agreement, then Section 14(c)(xxxii) is deleted and replaced with the following:

 (xxxii) Following a foreclosure under the Security Instrument, the purchaser at such foreclosure does not have fee title to the Mortgaged Property free and clear of the lien, operation, effect, terms and conditions of the Ground Lease, unless Funding Lender or such purchaser elects not to merge the Fee Estate and Leasehold Estate and to maintain the Ground Lease in full force and effect.

B. Section 14(d)(xii) is deleted and replaced with the following:

 (xii) Any payments made by Funding Lender to cure a Ground Lessee Default.

C. Section 14(e)(xi) is deleted and replaced with the following:

(xi) Borrower fails to comply with the provisions of any of the following Sections of the Continuing Covenant Agreement:

1. Section 6.19(d) (Covenants to Protect Leasehold Estate).
2. Section 6.19(e)(ii) and (iii) (Ground Lessee’s Bankruptcy).
3. Section 6.19(f)(i) (Ground Lessor’s Bankruptcy).
4. Section 6.19(g) (Option to Renew or Extend Ground Lease).

D. If Fee Estate Encumbered by Security Instrument is selected in Continuing Covenant Agreement Section 1.04, then Section 14(e)(xii) is deleted and replaced with the following:

(xii) The Security Instrument fails to constitute a first lien mortgage upon and encumbering the Fee Estate, subject only to the matters set forth in the schedule of exceptions to coverage in the title policy issued to and accepted by Funding Lender contemporaneously with the execution of the Project Note and insuring Funding Lender’s interest in the Mortgaged Property.