[NOTE TO PREPARER: DRAFTING INSTRUCTIONS ARE HIGHLIGHTED, BOLDED AND BRACKETED - REMOVE ALL INSTRUCTIONS AND INAPPLICABLE CHOICES UPON COMPLETION. WHEN YOU ARE DONE THERE SHOULD BE NO HIGHLIGHTING REMAINING.]

[THIS FORM IS FOR USE WITH TRANSFERS OF INTERESTS IN BORROWER AND APPLIES TO ALL LOAN DOCUMENT FORMS (INCLUDING SBL) REGARDLESS OF REVISION DATE.]

Freddie Mac Loan Number:

Property Name:

**GUARANTY ASSUMPTION AND LOAN MODIFICATION AGREEMENT**

**(Revised 3-15-2022)**

 THIS GUARANTY ASSUMPTION AND LOAN MODIFICATION AGREEMENT (“**Assumption Agreement**”) is entered into effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Original Guarantor**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**New Guarantor**,” and collectively with Borrower and Original Guarantor, “**Borrower Parties**”), and **[**CHOOSE ONE: [Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States] **OR** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** as Trustee, for the benefit of holders of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], Multifamily Mortgage Pass-Through Certificates, Series [\_\_\_\_\_\_\_\_\_\_\_\_]**]**(“**Lender**”).

**RECITALS**

A. Borrower obtained a mortgage loan from Lender’s predecessor in interest, \_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Original Lender**”) in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Loan**”).

B. Lender is the current owner and holder of the Loan, which is evidenced by a [Note][Multifamily Note] dated \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, made by Borrower and payable to Original Lender (as amended from time to time, including by this Assumption Agreement, “**Note**”) **[INCLUDE IF applicable:** and a [Loan Agreement][Multifamily Loan and Security Agreement] dated the same date as the Note by and between Original Borrower and Original Lender (as amended from time to time, including by this Assumption Agreement, “**Loan Agreement**”)**]**.

C. The Loan is secured by a [Multifamily Mortgage, Deed of Trust, or Deed to Secure Debt] (as amended from time to time, including by this Assumption Agreement, “**Security Instrument**”) dated the same date as the Note, which is recorded in the land records of the Property Jurisdiction **[Choose as applicable:** at Book/Liber \_\_\_\_\_\_\_\_\_\_, Page/Folio \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **OR** as Instrument No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], which encumbers the Land more particularly described on Exhibit A to this Assumption Agreement, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents (“**Mortgaged Property**”).

D. Pursuant to a [Guaranty] dated the same date as the Note by Original Guarantor for the benefit of Original Lender (as amended from time to time, including by this Assumption Agreement, “**Guaranty**”), Original Guarantor guaranteed certain payment and performance obligations of Borrower in connection with the Loan.

E. The Note, Loan Agreement, Security Instrument, Guaranty, and all other guaranties, indemnity agreements, collateral agreements, UCC filings, or any other documents now or in the future executed by Borrower, Original Guarantor, or any other Person in connection with the Loan, are referred to collectively as the “**Loan Documents**.”

F. Each of the Loan Documents has been duly assigned, transferred or endorsed to Lender and Lender is the current holder of the Note and the owner of all of Original Lender’s right, title and interest in the Loan and the Loan Documents.

G. The Borrower Parties have requested that Lender consent to the following:

(i) The transfer of certain direct or indirect ownership interests in Borrower (“**Transfer**”).

(ii) The assumption by New Guarantor of Original Guarantor’s obligations under the Guaranty (“**Guaranty Assumption**”).

H. New Guarantor has (or upon consummation of the Transfer, will have) a direct or indirect ownership or other financial interest in Borrower and/or will otherwise derive a material benefit from the Transfer and the Loan.

I. Lender is willing to consent to the Transfer and the Guaranty Assumption, subject to the terms and conditions set forth in this Assumption Agreement.

J. Capitalized terms not otherwise defined in this Assumption Agreement will have the meanings ascribed to them in the Loan Agreement (if applicable) or other applicable Loan Documents (as such terms are modified by this Assumption Agreement, including Exhibit B).

**AGREEMENT**

 NOW, THEREFORE, in consideration of the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**1. Recitals.** The recitals set forth above are incorporated into this Assumption Agreement by this reference.

**2. Assumption by New Guarantor.** New Guarantor unconditionally assumes and agrees to be bound by all terms, provisions, and covenants of the Guaranty. From and after the date of this Assumption Agreement, New Guarantor will be obligated, liable, and responsible for the performance of each and all of the obligations, liabilities, and agreements of Original Guarantor and the Guaranty, as fully and completely as if New Guarantor had executed and delivered the Guaranty on the original closing date of the Loan, without regard to when such obligations, agreements, and liabilities arise, accrue, or have arisen or accrued, and without regard to the party then responsible or liable for such obligations at the time of such accrual.

**3. Consent of Lender to Transfer and Guaranty Assumption.** Subject to the terms and conditions set forth in this Assumption Agreement, Lender consents to the Transfer and the Guaranty Assumption. Lender’s consent to the Transfer and the Guaranty Assumption is not intended to be and may not be construed as a consent to any subsequent transfers or assignments of interests in Borrower that require Lender’s consent pursuant to the terms of the Loan Documents. Except as expressly set forth herein, nothing contained in this Assumption Agreement is intended to terminate or revoke any indemnities or liabilities or obligations of any of the Borrower Parties under any of the Loan Documents. The Loan Documents will continue in full force and effect notwithstanding the Transfer and the Guaranty Assumption.

**4. Conditions to Guaranty Assumption.** In addition to any other conditions set forth in this Assumption Agreement or otherwise required by Lender, the obligations of Lender under this Assumption Agreement are subject to satisfaction of the following conditions by Borrower Parties as of the effective date of this Assumption Agreement:

(a) No Defaults. No Event of Default has occurred and is continuing under the Loan Documents.

(b) Assumption Documents. Execution and delivery of (i) this Assumption Agreement, and (ii) any other documents and agreements required pursuant to this Assumption Agreement, each in form and content acceptable to Lender.

(c) Transfer Fees. Payment of all transfer fees, transfer review fees, transfer processing fees and similar fees due and owing under the terms of the Loan Documents.

(d) Costs and Expenses. Borrower’s or New Guarantor’s reimbursement to Lender of Lender’s costs and expenses incurred in connection with the Transfer and Guaranty Assumption, including title insurance costs; escrow and recording fees; attorney’s fees and costs; and appraisal, engineering, and inspection fees, documentation costs, and charges; whether such services are furnished by Lender’s employees or agents or by independent contractors.

(e) Approval Letter Conditions. Any additional conditions not otherwise set forth above that are required by Lender’s Transfer and Guaranty Assumption approval letter dated \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

**5. Property Management.** Lender acknowledges that following the Transfer, the Mortgaged Property will be managed by **[Choose one:** Borrower **OR** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an affiliate of Borrower **OR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, an independent professional management company].

**6. Representations and Warrantees.**

(a) Borrower Parties. Each of the Borrower Parties represents and warrants to Lender, as of the date of this Assumption Agreement, that:

(i) It has full and lawful power, authority, and capacity to execute, deliver, and perform its respective obligations under this Assumption Agreement and all other documents and instruments executed in connection with the Transfer and Guaranty Assumption.

(ii) If an entity, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation or organization.

(iii) The execution, delivery, and performance of this Assumption Agreement and the other documents and instruments executed in connection with the Guaranty Assumption will not (A) if it is an entity, contravene any provision of its organizational documents, (B) conflict with any judgment, order, or decree to which it is subject, or (C) constitute a material breach of any Lease or material contract to which it is a party.

(iv) Upon consummation of the Transfer, the organizational structure of Borrower will be as set forth in Exhibit C.

(b) Borrower. Borrower represents and warrants to Lender, as of the date of this Assumption Agreement, that:

(ii) No Event of Default (or event which, with the giving of notice or the passage of time, or both, would become an Event of Default) has occurred or is continuing under the Loan Documents.

(ii) There are no claims, setoffs, affirmative defenses, counterclaims, or causes of action of any kind to its performance under, or to Lender’s enforcement of, this Assumption Agreement, the Note, the Loan Agreement *(if applicable)*, the Security Instrument, or any of the other Loan Documents, and it irrevocably and expressly waives and releases the right to assert any claims, setoffs, affirmative defenses, counterclaims, and causes of action of any kind or nature which it might assert against Lender in connection with any matter related to or arising out of the Loan or any of the Loan Documents.

(iii) There are no judicial, administrative, mediation, or arbitration actions, suits or proceedings pending or, to the best of Borrower’s knowledge, threatened in writing against or affecting Borrower (and, if Borrower is a limited partnership, any of its general partners, or if Borrower is a limited liability company, any member of Borrower) or the Mortgaged Property, which, if adversely determined, would have a material adverse effect on the Mortgaged Property or on the enforceability or validity of the Note, the Loan Agreement *(if applicable)*, the Guaranty, the Security Instrument, or any of the other Loan Documents.

(v) All provisions of the Note, the Loan Agreement *(if applicable)*, the Security Instrument, the Guaranty, and the other Loan Documents are in full force and effect, except as modified by this Assumption Agreement.

(c) New Guarantor. New Guarantor represents and warrants to Lender, as of the date of this Assumption Agreement, that:

(i) New Guarantor has no knowledge that any of the representations and warranties made by Borrower in this Assumption Agreement are untrue, incomplete, or incorrect in any material respect.

(ii) New Guarantor has a direct or indirect ownership or other financial interest in Borrower and will derive a material benefit from the Transfer and the Loan.

(d) Lender Reliance. Each of the Borrower Parties understands and intends that Lender is relying on the representations, warranties, and covenants contained in this Assumption Agreement.

**7. Partial Release and/or Reaffirmation - Guarantor**.

**[CHOOSE ONE OPTION]**

**[OPTION #1: use the following SUBSECTIONS if Borrower has provided a clean phase I and original guarantor will be released from liability arising from post-transfer environmental conditions.]**

(a) In reliance on Original Guarantor’s representations and warranties in this Assumption Agreement, Lender releases Original Guarantor from its liability under the terms and provisions of the Guaranty; provided, however, that Original Guarantor is released from liability with respect to Borrower’s liability pursuant to **[CHOOSE THE APPLICABLE ENVIRONMENTAL COVENANTS AND INDEMNIFICATIONS SECTIONS TO ALIGN WITH THE APPLICABLE LOAN DOCUMENT:** Sections 6.12 and 10.02(b) of the Loan Agreement **OR** Sections 6.12 and 9.02(b) of the Loan Agreement **OR** Section 18 of the Security Instrument**]** (“**Environmental Covenants and Indemnification**”) solely with respect to Prohibited Activities or Conditions first arising after the effective date of this Assumption Agreement, provided such loss, liability, damage, claim, cost or expense does not directly or indirectly arise from or relate to any Prohibited Activities or Conditions existing prior to the effective date of this Assumption Agreement.

(b) Original Guarantor ratifies the Guaranty, but only to the extent that it guarantees payments of Borrower’s liability under the Environmental Covenants and Indemnification relating to Prohibited Activities or Conditions first existing prior to the effective date of this Assumption Agreement.

**[OR]**

**[OPTION #2: USE THE FOLLOWING IF ORIGINAL GUARANTOR IS RELEASED FROM ALL EXCEPT ENVIRONMENTAL LIABILITY – NO CLEAN PHASE I HAS BEEN PROVIDED.]**

(a) In reliance on Original Guarantor’s representations and warranties in this Assumption Agreement, Lender releases Original Guarantor from its liability under the Guaranty except to the extent that Original Guarantor guarantees payment of Borrower’s liability with respect to **[CHOOSE THE APPLICABLE ENVIRONMENTAL COVENANTS AND INDEMNIFICATIONS SECTIONS TO ALIGN WITH THE APPLICABLE LOAN DOCUMENT:** Sections 6.12 and 10.02(b) of the Loan Agreement **OR** Sections 6.12 and 9.02(b) of the Loan Agreement **OR** Section 18 of the Security Instrument**]** (“**Environmental Covenants and Indemnification**”) relating to Prohibited Activities or Conditions, regardless of when such Prohibited Activities or Conditions arose or arise.

(b) Original Guarantor ratifies the Guaranty, but only to the extent that it guarantees payments of Borrower’s liability under the Environmental Covenants and Indemnification relating to Prohibited Activities or Conditions, regardless of when such Prohibited Activities or Conditions arose or arise.

**8. Modification of Loan Documents.**

(a) Omnibus Amendments to Loan Documents.

**Definitions**.

(i) All references in the Loan Documents to the “**Loan**” will be deemed to refer to the Loan as modified by this Assumption Agreement.

(ii) All references in the Loan Documents to the “**Loan Documents**” or any one of them, will be deemed to refer to the Loan Documents, or such Loan Document, as modified or supplemented by this Assumption Agreement.

(iii) All references in the Loan Documents to “**Guarantor**” will be deemed to refer to New Guarantor.

**Notices**. Each of the Loan Documents is modified, as applicable, to replace the Notice addresses with the following:

|  |  |
| --- | --- |
| **If to Lender:** | Attention: |
| **If to Borrower:** | Attention:  |
| **If to Original Guarantor:** | Attention:  |
| **If to New Guarantor:** | Attention:  |

[**USE THE FOLLOWING TO ADDRESS ANY NECESSARY LOAN DOCUMENT MODIFICATIONS IN CONNECTION WITH THE TRANSFER OF INTERESTS (E.G., NEW OR MODIFIED ESCROW REQUIREMENTS; ADDITION OR MODIFICATION OF NET WORTH/LIQUIDITY RIDER). IF NO ADDITIONAL LOAN MODIFICATIONS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE TRANSFER OF INTERESTS, THEN EXHIBIT B MAY BE DELETED IN ITS ENTIRETY]**

(b) Modification of Security Instrument. **[CHOOSE ONE:** N/A **OR** The Security Instrument is amended as specified in Exhibit B-1.**]**

(c) Modification of Note. **[CHOOSE ONE:** N/A **OR** The Note is amended as specified in Exhibit B-2.**]**

(d) Modification of Loan Agreement. **[CHOOSE ONE:** N/A **OR** The Loan Agreement is amended as specified in Exhibit B-3.**]**

(e) Modification of Guaranty. **[CHOOSE ONE:** N/A **OR** The Guaranty is amended as specified in Exhibit B-4.**]**

**9. Release of Claims and Indemnity.** Through and including the date of this Assumption Agreement, each of the Borrower Parties releases, discharges, and agrees to indemnify and hold harmless each of the following parties from all claims and liabilities relating to the Loan, the Transfer or the Guaranty Assumption:

(a) Lender.

(b) Each predecessor in interest to Lender under the Loan.

(c) All officers, directors, partners, employees, servicers, agents, and attorneys of the parties specified in Sections 9(a) and (b).

**10. Miscellaneous.**

(a) This Assumption Agreement will be binding upon and will inure to the benefit of the parties to this Assumption Agreement and their respective heirs, successors, and permitted assigns.

(b) Each of the Loan Documents will remain in full force and effect, as modified by this Assumption Agreement. The invalidity or unenforceability of any provision of this Assumption Agreement will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect.

(c) Time is of the essence with respect to each covenant of this Assumption Agreement.

(d) This Assumption Agreement may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

(e) This Assumption Agreement will be governed by the laws of the Property Jurisdiction.

(f) This Assumption Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

**11. State Specific Requirements.** **[Insert any state-specific requirements; if none, INSERT “n/A”]**

**12. Attached Exhibits.** The following Exhibits, if marked with an “X”, are attached to this Assumption Agreement:

[X] Exhibit A Legal Description of the Land

[ ] Exhibit B Modifications to Loan Documents

[ ] Exhibit B-1 Modifications to Security Instrument

[ ] Exhibit B-2 Modifications to Note

[ ] Exhibit B-3 Modifications to Loan Agreement

[ ] Exhibit B-4 Modifications to Guaranty

[ ] Exhibit B-5 Modifications to other Loan Documents

[X] Exhibit C Borrower Organizational Chart

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement as of the date written above.

[INSERT APPROPRIATE BLOCKS FOR EACH PERSON EXECUTING THIS ASSUMPTION AGREEMENT ON BEHALF OF BORROWER, ORIGINAL GUARANTOR, NEW GUARANTOR, AND LENDER]

**BORROWER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NEW GUARANTOR**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[IF NEW GUARANTOR (I) IS MARRIED, AND (II) NEW GUARANTOR SPOUSE IS NOT ALSO A NEW GUARANTOR OF THIS LOAN, AND (III) NEW GUARANTOR OR NEW GUARANTOR SPOUSE’S STATE OF RESIDENCE IS ALASKA, ARIZONA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, WASHINGTON, OR WISCONSIN, THEN NEW GUARANTOR MUST CAUSE NEW GUARANTOR’S SPOUSE TO SIGN BELOW AND THE FOLLOWING SIGATURE BLOCK MUST BE INCLUDED:

New Guarantor Spouse’s Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

New Guarantor Spouse’s Printed Name:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

New Guarantor Spouse’s Address:            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**

**ORIGINAL GUARANTOR**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LENDER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION OF LAND

**EXHIBIT B-1**

MODIFICATIONS TO SECURITY INSTRUMENT

**Modifications to Security Instrument**. The Security Instrument is amended as follows:

**[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE SECURITY INSTRUMENT NOT OTHERWISE COVERED IN SECTION 8 OF THIS ASSUMPTION AGREEMENT]**

**[NOTE: ANY MATERIAL MODIFICATION TO THE SECURITY INSTRUMENT MUST ALSO BE RECORDED IN THE LAND RECORDS BY SEPARATE INSTRUMENT, AS DETERMINED BY LENDER’S COUNSEL]**

**EXHIBIT B-2**

MODIFICATIONS TO NOTE

**Modifications to Note**. The Note is amended as follows:

1. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE NOTE NOT OTHERWISE COVERED IN SECTION 8 OF THIS ASSUMPTION AGREEMENT]**

**[ADD THE FOLLOWING ONLY IF MODIFYING THE LIST OF ATTACHED RIDERS:]**

2. The list of Riders attached to theNote is restated as follows, and if the final column below is marked with an “X”, then each new or modified Rider attached below is included in this Exhibit B-2 and deemed attached to and incorporated into the Note:

**[IF ANY OF THE RIDERS MODIFYING THE NOTE ARE CHANGING CONNECTION WITH THE TRANSFER, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE NOTE AFTER THE GUANANTY ASSUMPTION, WHETHER EXISTING AND CONTINUING OR NEW. IF AN EXISTING RIDER IS BEING OMITTED/DELETED, DO NOT LIST IT HERE. IF A NEW RIDER IS BEING ADDED, OR IF AN EXISTING RIDER IS BEING MODIFIED, MARK THE THIRD COLUMN AND ATTACH THE RIDER TO THIS EXHIBIT B-2.]**

|  |  |  |
| --- | --- | --- |
| **Name of Rider** | **Date Revised** | **Check here (“X”) and attach to this Exhibit B-2 any new Rider or modification of an existing Rider**  |
|  |  |  |
|  |  |  |
|  |  |  |

**[ATTACH ANY NEW OR MODIFIED NOTE RIDER(S) HERE]**

**EXHIBIT B-3**

MODIFICATIONS TO LOAN AGREEMENT

**Modifications to Loan Agreement**. The Loan Agreement is amended as follows:

1. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE LOAN AGREEMENT NOT OTHERWISE COVERED IN SECTION 8 OF THIS ASSUMPTION AGREEMENT]**

**[ADD THE FOLLOWING ONLY IF MODIFYING THE LIST OF ATTACHED RIDERS; IF THERE ARE NO CHANGES TO THE LIST OF RIDERS, COMPLETE SECTION 2 WITH “RESERVED.”]**

2. The list of Riders attached to theLoan Agreement is restated as follows, and if the final column below is marked with an “X”, then each new or modified Rider attached below is included in this Exhibit B-3 and deemed attached to and incorporated into the Loan Agreement:

**[IF ANY OF THE RIDERS MODIFYING THE LOAN AGREEMENT ARE CHANGING IN CONNECTION WITH THE TRANSFER, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE LOAN AGREEMENT AFTER THE GUARANTY ASSUMPTION, WHETHER EXISTING AND CONTINUING OR NEW. IF AN EXISTING RIDER IS BEING OMITTED/DELETED, DO NOT LIST IT HERE. IF A NEW RIDER IS BEING ADDED, OR IF AN EXISTING RIDER IS BEING MODIFIED, MARK THE THIRD COLUMN AND ATTACH THE RIDER TO THIS EXHIBIT B-3.]**

|  |  |  |
| --- | --- | --- |
| **Name of Rider** | **Date Revised** | **Check here (“X”) and attach to this Exhibit B-3 any new Rider or modification of an existing Rider**  |
|  |  |  |
|  |  |  |
|  |  |  |

**[ATTACH ANY NEW OR MODIFIED LOAN AGREEMENT RIDER(S) HERE]**

**[ADD THE FOLLOWING SECTION 3 ONLY IF MODIFYING ANY EXHIBIT TO THE LOAN AGREEMENT (E.G., EXHIBIT B (NEGOTIATED MODIFICATIONS), A MODIFIED EXHIBIT C (REPAIR SCHEDULE OF WORK) OR EXHIBIT I (DET/GUARANTORS)]**

3. Each of the Exhibits to the Loan Agreement specified below are amended as follows:

**Exhibit \_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**. Exhibit \_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) is amended and restated as follows:

**[INSERT THE APPLICABLE REVISED EXHIBIT]**

**Exhibit \_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**. Exhibit \_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) is amended and restated as follows:

**[INSERT THE APPLICABLE REVISED EXHIBIT]**

**EXHIBIT B-4**

MODIFICATIONS TO GUARANTY

**Modifications to Guaranty**. The Guaranty is amended as follows:

1. As used in the Guaranty, all references to Guarantor will be deemed to refer to New Guarantor.

2. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE GUARANTY NOT OTHERWISE COVERED IN SECTION 8 OF THIS ASSUMPTION AGREEMENT]**

**[ADD THE FOLLOWING ONLY IF MODIFYING THE LIST OF ATTACHED RIDERS; IF THERE ARE NO CHANGES TO THE LIST OF RIDERS, COMPLETE SECTION 3 WITH “RESERVED.”]**

3. The list of Riders attached to theGuaranty is restated as follows, and if the final column below is marked with an “X”, then each new or modified Rider attached below is included in this Exhibit B-4 and deemed attached to and incorporated into the Guaranty:

**[IF ANY OF THE RIDERS MODIFYING THE GUARANTY ARE CHANGING IN CONNECTION WITH THE GUARANTY ASSUMPTION, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE GUARANTY AFTER THE GUARANTY ASSUMPTION, WHETHER EXISTING AND CONTINUING OR NEW. IF AN EXISTING RIDER IS BEING OMITTED/DELETED, DO NOT LIST IT HERE. IF A NEW RIDER IS BEING ADDED, OR IF AN EXISTING RIDER IS BEING MODIFIED (E.G., MATERIAL ADVERSE CHANGE RIDER OR NEW WORTH/LIQUIDITY RIDER), MARK THE THIRD COLUMN AND ATTACH THE RIDER TO THIS EXHIBIT B-4.]**

|  |  |  |
| --- | --- | --- |
| **Name of Rider** | **Date Revised** | **Check here (“X”) and attach to this Exhibit B-4 any new Rider or modification of an existing Rider**  |
|  |  |  |
|  |  |  |
|  |  |  |

**[ATTACH ANY NEW OR MODIFIED GUARANTY RIDER(S) HERE]**

**EXHIBIT B-5**

MODIFICATIONS TO OTHER LOAN DOCUMENTS

[N/A]

**EXHIBIT C**

BORROWER ORGANIZATIONAL CHART