[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 LOAN DOCUMENT MODIFICATIONS NOT INVOLVING AN ASSUMPTION OR TRANSFER.]

THIS FORM APPLIES TO ALL LOAN DOCUMENT FORMS (INCLUDING SBL) REGARDLESS OF REVISION DATE.]

Freddie Mac Loan Number:

Property Name:

**OMNIBUS AMENDMENT TO LOAN DOCUMENTS**

**(Revised 4-22-2025)**

 OMNIBUS AMENDMENT TO LOAN DOCUMENTS (“**Omnibus Amendment**”) is entered into effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Guarantor**” and together with Borrower, “**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 Multifamily Note dated \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, made by Borrower and payable to Original Lender (as amended from time to time, including by this Omnibus Amendment, “**Note**”) and a 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 Omnibus Amendment, “**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 Omnibus Amendment, “**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 in the Security Instrument, 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 Guarantor for the benefit of Original Lender (as amended from time to time, including by this Omnibus Amendment, “**Guaranty**”), 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, 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 and Lender desire to modify certain provisions in the Loan Documents, subject to the terms and conditions set forth in this Omnibus Amendment.

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

**AGREEMENT**

 NOW, THEREFORE, in consideration of the mutual covenants contained in this Omnibus Amendment 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 Omnibus Amendment by this reference.

**2. Guarantor Ratification.** Guarantor hereby ratifies and reaffirms the Guaranty and acknowledges that the Guaranty remains in full force and effect, unmodified (except as set forth in Exhibit B) and enforceable against Guarantor in accordance with its terms.

**3. Borrower Ratification.** Borrower hereby ratifies and reaffirms the Loan Documents and acknowledges that each of the Loan Documents remains in full force and effect, unmodified (except as set forth in Exhibit B) and enforceable against Borrower in accordance with its terms.

**4. Consent of Lender to Amendment.** Subject to the terms and conditions set forth in this Omnibus Amendment, Lender consents to the Amendment. Lender’s consent to the Amendment is not intended to be and may not be construed as a consent to any subsequent amendments that require Lender’s consent pursuant to the terms of the Loan Documents. Nothing contained in this Omnibus Amendment 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 Amendment.

**5. Organizational Chart.** Each of the Borrower Parties represents and warrants to Lender that the organizational structure of Borrower is as set forth in Exhibit A.

**6. Modification of Loan Documents.**

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

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

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

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

**7. Miscellaneous.**

(a) This Omnibus Amendment will be binding upon and will inure to the benefit of the parties to this Omnibus Amendment 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 Omnibus Amendment. The invalidity or unenforceability of any provision of this Omnibus Amendment 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 Omnibus Amendment.

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

(e) This Omnibus Amendment will be governed by the laws of the Property Jurisdiction.

(f) This Omnibus Amendment 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.

**8. Attached Exhibits.** The following Exhibits, if marked with an “X”, are attached to this Omnibus Amendment:

[ ] Exhibit A Borrower Organizational Chart

[ ] 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

IN WITNESS WHEREOF, the parties have executed this Omnibus Amendment to Loan Documents as of the date written above.

**BORROWER:**

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

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

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

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

**GUARANTOR**:

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

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

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

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

**LENDER:**

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

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

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

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

**EXHIBIT A**

Reserved

**EXHIBIT B-1**

MODIFICATIONS TO SECURITY INSTRUMENT

**[IF NO MODIFICATIONS TO SECURITY INSTRUMENT, COMPLETE EXHIBIT B-1 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-1 BLANK]**

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

**[INCLUDE ANY MODIFICATIONS TO THE SECURITY INSTRUMENT]**

**[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

**[IF NO MODIFICATIONS TO NOTE, COMPLETE EXHIBIT B-2 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-2 BLANK]**

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

1. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE MODIFICATIONS TO THE NOTE]**

**[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 TRANSACTION, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE NOTE AFTER THE TRANSACTION, 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

**[IF NO MODIFICATIONS TO LOAN AGREEMENT, COMPLETE EXHIBIT B-3 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-3 BLANK. NOTE THAT FOR MOST NON-SBL LOANS THIS EXHIBIT WILL AT LEAST INCLUDE AN UPDATE OF EXHIBIT H OF THE LOAN AGREEMENT (BORROWER ORGANIZATIONAL CHART).]**

**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 TRANSFER 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 TRANSACTION, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE LOAN AGREEMENT AFTER THE TRANSACTION, 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 (EXHIBIT B (NEGOTIATED MODIFICATIONS), A MODIFIED EXHIBIT H (ORGANIZATIONAL CHART) OR EXHIBIT I (DETS)]**

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

 **[ADD THE FOLLOWING UPDATE THE BORROWER ORGANIZATIONAL CHART:]**

**Exhibit H (Organizational Chart)**. Exhibit H (Organizational Chart) is replaced with organizational chart of Borrower attached to this Omnibus Amendment as Exhibit A.

**[ADD THE FOLLOWING, AS APPLICABLE, TO MODIFY OTHER EXHIBITS:]**

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

**[INSERT THE APPLICABLE REVISED EXHIBIT]**

**EXHIBIT B-4**

MODIFICATIONS TO GUARANTY

**[IF NO MODIFICATIONS TO GUARANTY, COMPLETE EXHIBIT B-4 WITH “RESERVED” AND LEAVE THE BALANCE OF EXHIBIT B-4 BLANK]**

**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 Guarantor.

2. **[CHOOSE ONE:** Reserved. **OR,** **INCLUDE ANY OTHER MODIFICATIONS TO THE BODY OF THE GUARANTY NOT OTHERWISE COVERED IN SECTION 8 OF THIS TRANSFER 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 TRANSACTION, THEN THIS TABLE MUST SHOW ALL RIDERS THAT WILL MODIFY THE GUARANTY AFTER THE TRANSACTION, 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 (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]