**Rider to Continuing Covenant Agreement – TEL**

**Pledge of Equity Investor Capital Contributions**

(Revised 10-10-2023)

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

A. The following new Section 2.13 is added to Article II of the Continuing Covenant Agreement:

2.13 **Equity Contributions UCC Collateral.**

(a) Power of Attorney. With respect to the Equity Contributions 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 Investor with respect to the Capital Contributions.

(ii) To transfer the Equity Contributions 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 Equity Contributions UCC Collateral or payable on or on account thereof and to make any compromise or settlement with respect to such Equity Contributions UCC Collateral or such proceedings.

(iv) To cure any defaults by Borrower, any general partner or managing member, Equity Investor or any other partner, member or owner of Borrower under the Organizational 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 Equity Contributions UCC Collateral. Furthermore, Funding Lender will be deemed to have exercised reasonable care in the custody and preservation of the Equity Contributions UCC Collateral in its possession if such Equity Contributions 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: (i) ascertaining or taking action with respect to exchanges, maturities or other matters relating to any of the Equity Contributions UCC Collateral, whether or not Funding Lender has knowledge of such matters, (ii) protecting the value of the Equity Contributions UCC Collateral or any rights or privileges Borrower may have with respect thereto, or (iii) taking steps to preserve rights against any Persons with respect to the Equity Contributions UCC Collateral.

B. The following definition is added to Article XII:

“**Capital Contributions**” means the payments which may hereafter become due from Equity Investor to Borrower as capital contributions, as the same may be adjusted in amount, deferred, combined with other capital contributions or payments, and/or received, due, owing or payable on other dates or from other persons and/or entities pursuant to the terms and conditions of the Operating Agreement.

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

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

(xxvii) (A) the Capital Contributions 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 Investor to Borrower under any of the Organizational Documents, (C) all payments due or to become due from Equity Investor under the Organizational Documents, and (D) 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, goods (whether equipment or inventory) (collectively, “**Equity Contributions UCC Collateral**”).

D. 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.