

**Loan Agreement Rider – TAH Express**

**Radon (05-20-2019)**

A. The following new Section 4.04(i) is added to the Loan Agreement:

(i) Radon.

(i) If Radon Screening is checked in Article 1, then the following will be applicable:

(A) Borrower must complete the Radon Screening in the units set forth in Article1.

(B) Borrower must deliver the results of the Radon Screening to Lender for its review and approval by the date that is 30 days after the date of this Loan Agreement, or such later date if extended by Lender in writing.

(C) If Lender determines that the Radon Screening does not indicate the necessity for further testing, Borrower's obligations as to any Radon Testing or Radon Remediation under this Section 4.04(i) will terminate.

(D) If Lender determines that the Radon Screening indicates the need for further Radon Testing, Lender will provide Borrower with a Radon Testing Notice.

(ii) If Radon Testing is checked in Article 1 or Lender has delivered a Radon Testing Notice to Borrower, then the following will be applicable:

(A) Borrower must complete the Radon Testing in the same units in which Radon Screening was completed or in the units set forth in Article 1, if applicable.

(B) Borrower must deliver the results of the Radon Testing to Lender for its review by the date that is 180 days after the date of this Loan Agreement, or such later date if extended by Lender in writing.

(C) If Lender determines that the Radon Testing does not indicate the necessity for Radon Remediation, then Borrower’s obligations under this Section 4.04(i) will terminate.

(D) If Lender determines that the Radon Testing indicates the necessity for Radon Remediation, then Lender will provide Borrower with a Radon Remediation Notice.

(iii) If Radon Remediation is checked in Article 1 or Lender has delivered a Radon Remediation Notice to Borrower, then each of the following will be applicable:

(A) No later than 30 days after the date of this Loan Agreement (if Radon Remediation is checked in Article 1) or within 30 days after the date of the Radon Remediation Notice, as applicable, Borrower must provide Lender with a signed, binding fixed price contract for Radon Remediation with a qualified service provider, as determined by Lender.

(B) Borrower must pay the Radon Remediation Deposit when Borrower delivers the contract for Radon Remediation to Lender. Lender will place the Radon Remediation Deposit in the Capital Replacement and Repair Reserve Fund to be disbursed in accordance with the terms of Section 4.04(c).

(C) Borrower must complete the Radon Remediation by the Radon Remediation Completion Date.

(D) If Radon Remediation is required but not listed in the Physical Risk Report, the list of Priority Repairs will be deemed automatically amended to add the required Radon Remediation and the Radon Remediation Completion Date and such Radon Remediation and Radon Remediation Completion Date will be considered Priority Repairs as if they were originally listed in the Physical Risk Report.

(E) Any reference to Priority Repairs in Sections 6.06 and 6.14 will be deemed to include Radon Remediation, if applicable.

(F) When the Radon Remediation is completed, Borrower must deliver to Lender a written certification from a qualified environmental consultant, as determined by Lender, that the Radon Remediation has been satisfactorily completed, that a minimum of 48 hours of testing has been conducted and that the Mortgaged Property now meets the environmental eligibility standard of radon concentrations below 4 pCi/L.

(G) When the Radon Remediation is completed, Borrower will be required to maintain an O &M Program in accordance with Section 6.12 that provides that Borrower will cause radon levels on the Mortgaged Property to be tested as recommended by the environmental consultant or as required by Lender and will provide Lender with the results of such testing.

(H) Borrower acknowledges and agrees that radon gas in concentrations above those recommended by any Governmental Authority constitutes a Prohibited Activity or Condition, and that the Radon Remediation constitutes required Remedial Work under Section 6.12.

B. The following definitions are added to Article XI:

“**Radon Remediation**” means remediation that is necessary for the radon concentrations on the Mortgaged Property to be below 4 pCi/L.

“**Radon Remediation Completion Date**” is the later of 90 days after the date of (i) this Loan Agreement (if Radon Remediation is checked in Article 1), or (ii) the Radon Remediation Notice, as applicable.

“**Radon Remediation Deposit**” means the amount necessary for the Radon Remediation plus 50% of such amount.

“**Radon Remediation Notice**” means a Notice from Lender to Borrower that Lender has determined that Radon Remediation is necessary.

“**Radon Screening**” means the use of short term or long-term alpha-track detectors with a minimum residence time of 48 hours or the use of short-term charcoal canister detectors with a residence time of 48 to 96 hours.

“**Radon Testing**” means long-term (at least 91 days in duration) alpha–track testing.

“**Radon Testing Notice**” means a Notice from Lender to Borrower that Lender has determined that Radon Testing is necessary.