**RIDER TO CONTINUING COVENANT AGREEMENT - TEL**

**RADON**

**(Revised 9-30-2019)**

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

A. Section 4.03(e) is deleted and replaced with the following:

(e) Radon.

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

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

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

(C) If Funding 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 4.03(e) will terminate.

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

(ii) If Radon Testing is checked in the Summary or Funding 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 the Summary, if applicable.

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

(C) If Funding Lender determines that the Radon Testing does not indicate the necessity for Radon Remediation, then Borrower’s obligations under this Section 4.03(e) will terminate.

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

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

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

(B) Borrower must pay the Radon Repair Reserve Deposit when Borrower delivers the contract for Radon Remediation to Funding Lender. Funding Lender will place the Radon Repair Reserve Deposit in the Repair Reserve Fund to be disbursed in accordance with the terms of Section 4.03(b).

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

(D) If Radon Remediation is required but is not listed in the Repair Schedule of Work contained in Exhibit C, the Repair Schedule of Work 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 Repairs as if they were originally part of the Repair Schedule of Work. However, in Funding Lender’s Discretion, Funding Lender may require Borrower to enter into a formal amendment to the Repair Schedule of Work to more fully set forth the Radon Remediation and the Radon Remediation Completion Date.

(E) Any reference to 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 Funding Lender a written certification from a qualified environmental consultant, as determined by Funding 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 Funding Lender and will provide Funding 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 XII:

“**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 date that is no later than 90 days after the date of this Continuing Covenant Agreement (if Radon Remediation is checked in the Summary) or 90 days after the date of the Radon Remediation Notice, as applicable.

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

“**Radon Repair Reserve Deposit**” means the amount set forth in the Summary or an amount equal to the amount necessary for the Radon Remediation plus 50% of such amount.

**“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 Funding Lender to Borrower that Funding Lender has determined that Radon Testing is necessary.

**[NOTE: EXHIBIT C AND EXHIBIT D MUST BE ATTACHED TO THE CONTINUING COVENANT AGREEMENT.]**