**Rider to Loan Agreement**

**Radon**

(Revised 2-14-2023)

The following changes are made to the Loan Agreement that precedes this Rider:

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

 (c) Radon Remediation Deposit. If a Radon Remediation Deposit is required in Section 1.03, then on the Closing Date, Borrower will deposit the amount set forth in Section 1.03 into the Repair Reserve Fund to be used for Radon Remediation. If a Radon Remediation Contract is required after the Closing Date, then Borrower will deposit the required amount of the Radon Remediation Deposit into the Repair Reserve Fund to be used for Radon Remediation as further set out in Section 6.14(k).

B. Section 6.14(k) is deleted and replaced with the following:

(k) Radon.

(i) Initial Radon Testing, Follow-Up Radon Testing, and Radon Remediation, as and if required by Lender, are all Repairs under the terms of this Loan Agreement and must be completed in accordance with the terms of Section 6.14(a)-(i).

(ii) If Initial Radon Testing is checked in the Repair Schedule of Work in Section 1.03, then the following will be applicable:

(A) The Initial Radon Testing must be completed in the units set forth in the Repair Schedule of Work.

(B) The results of the Initial Radon Testing must be delivered to Lender for its review and approval by the Completion Date for Initial Radon Testing, which is 90 days after the Effective Date.

(C) If an Environmental Consultant determines that the Initial Radon Testing does not indicate the necessity for further testing or remediation, Borrower's obligations as to any Follow-Up Radon Testing or Radon Remediation under this Section 6.14(k) will terminate.

(D) If an Environmental Consultant determines that the Initial Radon Testing indicates the need for Follow-Up Radon Testing or Radon Remediation, Lender will provide Borrower with a Follow-Up Radon Testing Notice or Radon Remediation Notice, as applicable.

(iii) If Follow-Up Radon Testing is checked in the Repair Schedule of Work, or Lender has delivered a Follow-Up Radon Testing Notice to Borrower, then the following will be applicable:

(A) The Follow-Up Radon Testing must be completed in the units set forth in the Repair Schedule of Work, if applicable, or in the units determined by an Environmental Consultant.

(B) The results of the Follow-Up Radon Testing must be delivered to Lender for its review no later than the Completion Date for Follow-Up Radon Testing, which is 180 days after either (i) the Effective Date if Follow-Up Radon Testing is checked in the Repair Schedule of Work, or (ii) Lender has delivered a Follow-Up Radon Testing Notice to Borrower, as applicable.

(C) If an Environmental Consultant determines that the Follow-Up Radon Testing does not indicate the necessity for Radon Remediation, then Borrower’s obligations under this Section 6.14(k) will terminate.

(D) If an Environmental Consultant determines that the Follow-Up Radon Testing indicates the necessity for Radon Remediation, then Lender will provide Borrower with a Radon Remediation Notice.

(iv) If Radon Remediation is checked in the Repair Schedule of Work, or Lender has delivered a Radon Remediation Notice to Borrower, then the following will be applicable:

(A) No later than 30 days after the Effective Date (if Radon Remediation is checked in the Repair Schedule of Work) 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 approved by Lender (“**Radon Remediation Contract**”).

(B) If the payment of a Radon Remediation Deposit was not required in Section 1.03, concurrently with delivery of the Radon Remediation Contract to Lender, Borrower must pay the Radon Remediation Deposit to Lender in an amount equal to 125% of the Radon Remediation Contract price, which Lender will deposit into the Repair Reserve Fund in accordance with Section 4.03(c), to be disbursed to Borrower in accordance with Section 4.03(g).

(C) The Radon Remediation must be completed no later than the Completion Date for Radon Remediation, which is 90 days after either (i) the Effective Date (if Radon Remediation is checked in Section 1.03), or (ii) 90 days after the date of the Radon Remediation Notice, as applicable.

(D) If Radon Remediation is required but is not listed in the Repair Schedule of Work, then the Repair Schedule of Work will be deemed automatically amended to add the required Radon Remediation and the Completion Date for Radon Remediation and such Radon Remediation and Completion Date for Radon Remediation will be considered Repairs as if they were originally part of the Repair Schedule of Work. However, in Lender’s Discretion, 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 Completion Date for Radon Remediation.

(E) When the Radon Remediation is completed, Borrower must deliver to Lender a written certification from an Environmental Consultant stating the remediation methods that were used, that the Radon Remediation has been satisfactorily completed, that post-mitigation testing has been conducted and that the units with completed Radon Remediation now demonstrate radon concentrations below 4 pCi/L.

(F) When the Radon Remediation is completed, Borrower will be required to maintain the selected remediation method pursuant to an O&M Program in accordance with Section 6.12.

(G) Borrower acknowledges and agrees that radon gas in excess of action levels recommended by any Governmental Authority constitutes a Prohibited Activity or Condition, and that the Radon Remediation constitutes required Remedial Work under Section 6.12.

(v) Notwithstanding anything in this Section 6.14(k) to the contrary, in no event may the Completion Date for any Initial Radon Testing, Follow-Up Radon Testing, or Radon Remediation, whether alone or in any combination, extend beyond 365 days from the Effective Date.

(vi) If Lender delivered a Radon Remediation Notice to Borrower and there are funds from the Radon Remediation Deposit remaining in the Repair Reserve Fund after the Radon Remediation has been completed in accordance with this Loan Agreement, and provided no Event of Default has occurred and is continuing and no condition exists which but for the passage of time or giving of Notice, or both, would constitute an Event of Default, such funds remaining in the Repair Reserve Fund from the Radon Remediation Deposit will be refunded by Lender to Borrower.

C. The following definitions are added to Article XII:

“**Environmental Consultant**” means a qualified environmental consultant approved by Lender.

“**Follow-Up Radon Testing**” means a further round of testing for the presence of radon after Initial Radon Testing has occurred. Follow-Up Radon Testing must be managed by an Environmental Consultant.

“**Follow-Up** **Radon Testing Notice**” means a Notice from Lender to Borrower that an Environmental Consultant has determined that Follow-Up Radon Testing is necessary.

**“Initial Radon Testing**” means an initial round of testing for the presence of radon. Initial Radon Testing must be managed by an Environmental Consultant.

“**Radon Remediation**” means remediation that is necessary for the radon concentrations in the units set forth on the Repair Schedule of Work, if applicable, or in the units determined by an Environmental Consultant, to be below 4 pCi/L.

“**Radon Remediation Contract**” is defined in Section 6.14(k)(iv)(A).

“**Radon Remediation Deposit**” is a deposit collected if required under Section 1.03 or Section 6.14(k)(iv)(B).

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