**RIDER TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**SUPPLEMENTAL MORTGAGE**

**(Revised 10-1-2020)**

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

A. Section 4.01(e) is deleted and replaced with the following:

(e) Collection of Reserve Funds Under Senior Loan Documents. All payments made by Borrower as deposits for the payment of any Reserve Funds under the Senior Loan Documents from and after the effective date of the Supplemental Instrument will be credited to the corresponding deposits for the applicable Reserve Funds required under the Supplemental Loan Documents.

[**DELETE THE FOLLOWING SECTION B AND MARK “RESERVED” IF THE “SINGLE ASSET ENTITY BORROWER RIDER TO MULTIFAMILY LOAN AND SECURITY AGREEMENT” IS ALSO ATTACHED TO THE LOAN AGREEMENT**]

**[IF THE “SINGLE PURPOSE ENTITY BORROWER (LOANS $20,000,000 OR LESS) RIDER TO MULTIFAMILY LOAN AND SECURITY AGREEMENT” IS ALSO ATTACHED TO THE LOAN AGREEMENT, (1) INCORPORATE THE CHANGES TO SECTIONS 6.13(a)(x)(A) AND (B) SHOWN BELOW INTO SUCH RIDER, AND (2) REPLACE ALL OF SECTION B BELOW WITH “RESERVED”. NOTE: IF BORROWER IS A TENANCY IN COMMON BORROWER, THE CHANGES TO SECTIONS 6.13(a)(x)(A) AND (B) BELOW MUST BE INCORPORATED INTO THE “RIDER TO MULTIFAMILY LOAN AND SECURITY AGREEMENT – TENANCY IN COMMON BORROWER”]**

B. Section 6.13(a)(x) is deleted and replaced with the following:

(x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:

(A) The Indebtedness, the Senior Indebtedness, and any further indebtedness described in Section 11.11 with regard to Supplemental Instruments.

(B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property provided the same are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of 2% of the original principal amount of the first lien Senior Indebtedness, and are paid within 60 days of the date incurred.

(C) through (I) are reserved.

C. Section 7.05(a)(xi) is deleted and replaced with the following:

(xi) If any Senior Instrument is outstanding, Borrower has obtained the consent of each Senior Lender, and if any Supplemental Instrument is outstanding, Borrower has obtained the consent of each Supplemental Lender.

D. Section 11.11(b)(xiii) is deleted and replaced with the following:

(xiii)    Commencing on the date that the first Supplemental Loan is originated and

continuing for so long as any Supplemental Loan is outstanding, the first lien Senior Lender will begin collection of any deferred Monthly Deposit or Revised Monthly Deposit for Capital Replacements in accordance with Section 4.04(e) (if applicable) as well as Imposition Reserve Deposits for any of the following Impositions marked ‘Deferred’ in the Summary:

(A)          Property Insurance premiums or premiums for other Insurance required by Lender under Section 6.10; provided, however, the first lien Senior Lender will not begin collection of any deferred Property Insurance premiums payable with respect to insurance coverage requirements under Section 6.10 otherwise satisfied by a blanket or master policy of insurance covering the Mortgaged Property so long as Section 11.11 of the Loan Agreement for the first lien Senior Indebtedness provides for the continued deferral of such deposits in accordance with this section.

(B)       Taxes and payments in lieu of taxes

(C)       Ground Rents

Such deposits will be credited to the payment of any such required Imposition Reserve Deposits under any Supplemental Loan.