**Rider to Continuing Covenant Agreement – TEL**

**Tax Abatement or Exemption**

(Revised 6-27-2023)

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

A. The following table is added to Section 1.05:

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| **Tax Abatement or Exemption**  |
| Tax Abatement Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Tax Abatement Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Tax Abatement Termination Date: \_\_\_/\_\_\_/20\_\_\_ |
| Minimum Tax Abatement Percentage: \_\_\_% |
| *(See Sections 5.55, 6.49, and 9.01)*  |

B. Reserved

C. Section 5.55 is deleted and replaced with the following:

**5.55 Representations Regarding Tax Abatement or Exemption**. Borrower represents and warrants that all the following are true:

(a) The Mortgaged Property has been granted a Tax Abatement pursuant to the Tax Abatement Program.

(b) Any documentation concerning the Tax Abatement that Borrower has provided to Funding Lender includes all amendments, schedules, and exhibits, and is complete and accurate in all respects.

(c) Borrower has adhered to any income, rent, or other restrictions or requirements imposed by the Tax Abatement.

(d) Borrower has not received any notice indicating that the Tax Abatement has been or will be terminated.

(e) The Tax Abatement terminates on the Tax Abatement Termination Date.

D. Section 6.49 is deleted and replaced with the following:

**6.49 Compliance with Tax Abatement and Tax Abatement Program**.

(a) Borrower will file, on a timely basis, all documentation necessary to maintain the Tax Abatement.

(b) Borrower will comply fully with all the Tax Abatement Program requirements in order to maintain the Tax Abatement.

(c) Borrower will promptly provide Funding Lender with a copy of any notice Borrower may receive alleging that Borrower is in breach of the requirements of the Tax Abatement Program or that the Mortgaged Property is not being maintained as required by the Tax Abatement Program.

(d) In any application for a Transfer, Borrower will notify Funding Lender if the completion of the Transfer requires the consent of the Tax Abatement Agency or may result in the termination of the Tax Abatement.

(e) Borrower will avail itself of all rights and opportunities to renew or extend the Tax Abatement.

(f) Borrower will not voluntarily amend or terminate the Tax Abatement without the prior written consent of Funding Lender.

(g) Borrower acknowledges and agrees that (i) any default, event of default, or breach under the Tax Abatement (however such terms may be defined) by the Borrower or an Affiliate thereof that continues beyond the applicable cure period, if any, or (ii) any Tax Abatement Loss Date which is caused by Borrower or an Affiliate thereof, will be an Event of Default under this Continuing Covenant Agreement (subject to Borrower’s right to cure no later than 12 months following a Tax Abatement Loss Date in accordance with subsection (h) below).

(h) Notwithstanding the foregoing, if within 10 days of a Tax Abatement Loss Date Borrower deposits with Loan Servicer an amount equal to 12 months of all general ad valorem real estate and property taxes due for the ensuing 12-month period (such Imposition Reserve Deposit, the “**Tax Reserve**”) pursuant to Section 4.02 of this Continuing Covenant Agreement, Borrower will have a period of 12 months commencing on the Tax Abatement Loss Date in which to restore the Tax Abatement to the Minimum Tax Abatement Percentage. During such 12-month period, Loan Servicer will use the amounts on deposit in the Tax Reserve to pay any Taxes that become due. In the event that the Tax Abatement is restored to the Minimum Tax Abatement Percentage, written evidence from the Tax Abatement Agency of the same must be delivered to Funding Lender, together with an opinion of counsel in form and content acceptable to Funding Lender with respect to the same, on or prior to the last day of the 12-month period following the Tax Abatement Loss Date. In the event that the Tax Abatement is restored to the Minimum Tax Abatement Percentage, any amounts remaining on deposit in the Tax Reserve will be returned to Borrower.

E. Section 9.01(ll) is deleted and replaced with the following:

(ll) Any Transfer that would cause the Tax Abatement to terminate.

F. Section 9.01(mm) is deleted and replaced with the following:

(mm) The Tax Abatement is revoked, suspended, or terminated for any period of time due to Borrower’s failure to fully comply with all of the Tax Abatement Program requirements necessary to maintain the Tax Abatement.

G. The following definitions are added to Article XII:

 “**Minimum Tax Abatement Percentage**” is defined in Section 1.05.

“**Tax Abatement**” means the exemption or abatement of real estate taxes otherwise assessable against the Mortgaged Property, in an amount no less than the Minimum Tax Abatement Percentage, granted to the Mortgaged Property and/or Borrower pursuant to the Tax Abatement Program.

“**Tax Abatement Agency**” means the Governmental Authority administering the Tax Abatement Program, acting through any authorized representative, the name of which is listed in Section 1.05.

“**Tax Abatement Loss Date**” means any date on which all or a portion of the Tax Abatement is lost reducing such exemption or abatement below the Minimum Tax Abatement Percentage.

“**Tax Abatement Program**” means the program pursuant to which the Tax Abatement Agency administers the Tax Abatement, the name of which is listed in Section 1.05.

“**Tax Abatement Termination Date**” means the date the Tax Abatement terminates, which is set forth in Section 1.05.