

EXHIBIT []

MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT
(Green Rewards/Solar Mortgage Loan)

[DRAFTING NOTE: USE THIS FORM ONLY IF THE GREEN REWARD REPAIRS SELECTED BY BORROWER FOR IMPLEMENTATION INCLUDE THE INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM. IF A SOLAR PHOTOVOLTAIC SYSTEM IS NOT INCLUDED AMONG THE SELECTED GREEN REWARDS REPAIRS, USE FORM 6241. FOR ALL GREEN REWARDS MORTGAGE LOANS, LENDER MUST MAKE CERTAIN THAT ALL “ENERGY AND WATER EFFICIENCY MEASURES SELECTED FOR IMPLEMENTATION” AS LISTED ON THE “LENDER VALIDATION” TAB OF FORM 4099.H AND ALL “SYSTEM COMPONENTS” FROM TAB 4099.I ARE INCLUDED ON ADDENDUM TO SCHEDULE 6 – REQUIRED REPAIR SCHEDULE (GREEN REWARDS REPAIRS WITH SOLAR) EXACTLY AS WRITTEN ON FORM 4099.H AND FORM 4099.I.]

The foregoing Loan Agreement is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement.
2. The Definitions Schedule is hereby amended by adding the following new definitions in the appropriate alphabetical order:

“**Battery Storage System**” means equipment installed on the Mortgaged Property containing lithium ion batteries or equivalent technology capable of storing electricity received from the electric grid or a Solar PV Facility, delivering stored electricity for consumption on the Mortgaged Property, and which will be financed in whole or in part by the proceeds of the Mortgage Loan.

“**EPA**” means the United States Environmental Protection Agency.

“**EPC Contract**” means one (1) or more engineering, procurement, and construction contracts for the design and installation of the Solar PV Facility and Battery Storage System.

“**Green Measurement and Verification Consultant**” means the Person designated by Lender from time to time as its consultant to confirm Green Rewards Repairs and Solar Repairs, and facilitate Borrower’s required reporting of energy and water consumption.

“**Green Rewards Deposit**” means \$ _____, which amount shall be used to fund the Green Rewards Repairs and the Solar Repairs. The Green Rewards Deposit shall be included as part of the Repairs Escrow Account.

“**Green Rewards Repairs**” means those items listed and identified as Green Rewards Repairs on the Required Repair Schedule, and which shall be deemed Required Repairs.

“**Portfolio Manager**” means the tool located on the EPA’s ENERGY STAR® Portfolio Manager® website (<https://portfoliomanager.energystar.gov/pm/login.html>) (or any successor or replacement application), which is used to measure and track energy and water consumption for commercial and multifamily buildings.

“**Public Utility**” means any Person subject to regulation as an electric utility by any Governmental Authority.

“**Renewable Energy Certificate**” or “**REC**” means a market-based instrument that represents the property rights to the environmental attributes of a specific amount of electricity generated from a renewable energy facility, as further defined by applicable federal, state or local laws, utility tariffs, or market rules.

“**Solar PV Facility**” means equipment installed on the Mortgaged Property capable of producing electricity from photovoltaic energy and which will be financed in whole or in part by the proceeds of the Mortgage Loan.

“**Solar Renewable Energy Certificate**” or “**SREC**” means a Renewable Energy Certificate associated with the generation of a specific amount of electricity from a Solar PV Facility, as further defined by applicable federal, state or local laws, utility tariffs, or market rules. Solar Renewable Energy Certificates are typically issued when one (1) megawatt-hour (MWh) of electricity is generated and delivered to the electric grid from a solar renewable energy resource.

“**Solar Repairs**” means those items listed and identified as Solar Repairs on the Required Repair Schedule, and which shall be deemed Required Repairs.

“**Upfront REC/SREC Contract**” means a contract in which Borrower receives a lump-sum payment in exchange for the rights to the Renewable Energy Certificates or Solar Renewable Energy Certificates produced by a Solar PV Facility or Battery Storage System for a specified term.

3. The Definitions Schedule is hereby amended by modifying the following definition to read as follows:

“**Governmental Authority**” means any court, board, commission, department or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over Borrower or the Mortgaged Property or the use, operation or improvement of the Mortgaged Property, including any court, board, commission, department or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, with authority to

regulate or oversee the generation (including siting), storage, transmission, sale, or distribution of electricity, including, the Federal Energy Regulatory Commission and any state public service commission, public utilities commission, or like body.

4. The Required Repair Schedule is hereby amended by attaching Addendum to Schedule 6 – Required Repair Schedule (Green Rewards Repairs with Solar) thereto.

5. The following Article is hereby added to the Loan Agreement as Article [] (Green Rewards Repairs):

ARTICLE [] – GREEN REWARDS REPAIRS

Section [].01 Covenants.

(a) On the Effective Date, Borrower shall pay to Lender the Green Rewards Deposit for deposit into the Repairs Escrow Account.

(b) Borrower shall (1) use the Green Measurement and Verification Consultant (or if directed by Lender, a third-party energy consultant to be retained at Borrower's expense) to track and report the energy and water consumption and cost for all energy and water sources, metered and unmetered (e.g., unmetered sources including invoiced delivery of fuel oil or wood pellets, or use of well water), that provide energy and water service to the Mortgaged Property using Portfolio Manager; (2) share Borrower's Portfolio Manager account with Lender; (3) if tenants pay bills directly to a utility, a representative sample of tenant bills (as determined by Lender and the Green Measurement and Verification Consultant) must be collected and reported to Lender and the Green Measurement and Verification Consultant; (4) perform any other ongoing monitoring necessary for tracking and reporting the energy and water consumption performance and energy and water costs of the Mortgaged Property in Portfolio Manager; (5) provide Lender and the Green Measurement and Verification Consultant with whole property data for the Mortgaged Property, separated by Borrower/owner and tenant usage; and (6) cooperate fully with the Green Measurement and Verification Consultant to accurately track and report the energy and water consumption performance and energy and water costs of the Mortgaged Property, including the delivery of any documentation or consents needed for Lender and the Green Measurement and Verification Consultant to obtain or verify any requested data.

(c)

(c) Within sixty (60) days after the Effective Date, Borrower shall complete the onboarding process with the Green Measurement and Verification Consultant necessary to track and report the energy and water consumption and cost at the Mortgaged Property, including (1) the completion and submission of any

required “Measurement Property Setup Form,” and (2) sharing access to Borrower’s owner utility information for the Mortgaged Property.

(d) Borrower shall include with the delivery of items required under Section 8.02(b)(2), the Fannie Mae Energy Performance Metrics report, as generated by Portfolio Manager, or such other report as directed by Lender or the Green Measurement and Verification Consultant, for the Mortgaged Property for such calendar year. All fields applicable to the Mortgaged Property must be filled out, regardless of whether such field is listed in Portfolio Manager as “optional,” and which must result in a report that includes all of the following information for the Mortgaged Property:

- (1) the ENERGY STAR score, if available;
- (2) the Source Energy Use Intensity (EUI);
- (3) for all energy types used at the Mortgaged Property, the annual cost of each energy type;
- (4) the EPA Water Score, if available;
- (5) the Water Use Intensity (WUI);
- (6) the annual cost of water;
- (7) annual energy produced (kWh);
- (8) the month and year ending period for items (1) through (7) above;
- (9) any additional energy and water data reasonably requested by Lender; and
- (10) the Portfolio Manager Property Identification Number.

(de) Borrower shall (1) commence the Green Rewards Repairs and the Solar Repairs promptly following the Effective Date (subject to Force Majeure, if applicable), in accordance with the timelines set forth on the Required Repair Schedule, or if no timelines are provided, as soon as practical following the Effective Date, (2) complete the Green Rewards Repairs and the Solar Repairs within the Completion Period, and (3) maintain the Green Rewards Repairs and the Solar Repairs at the Mortgaged Property thereafter throughout the Loan Term.

(ef) Without limiting any similar rights granted to Lender in this Loan Agreement, Borrower shall (1) permit Lender, the Green Measurement and

Verification Consultant, and any of Lender's other experts, consultants, engineers, agents, representatives, and designees to enter upon and inspect the Mortgaged Property, including the Green Rewards Repairs and the Solar Repairs, and any other fixtures, products, or appliances used at the Mortgaged Property; and (2) provide, or cause to be provided, such further documentation or information as may be reasonably requested by Lender, the Green Measurement and Verification Consultant, or any of Lender's other experts, consultants, agents, representatives, and designees to monitor Borrower's compliance with, and obtain any Borrower or tenant data required to be reported pursuant to, this Article [____].

6. The following Article is hereby added to the Loan Agreement as Article [____] (Solar Repairs):

ARTICLE [____] – SOLAR REPAIRS

Section [____].01 Representation and Warranties.

(a) Ownership and Additional Financing

Borrower represents and warrants that:

(1) no Person other than Borrower has any possessory ownership or interest in the Solar PV Facility or Battery Storage System;

(2) no Person has an option, right of first refusal, or right of first offer (except as required by applicable law) to purchase the Solar PV Facility or Battery Storage System, or any interest in the Solar PV Facility or Battery Storage System;

(3) Lender has been notified if the financing for the Solar PV Facility or Battery Storage System includes the use of any federal or state tax credits; and

(4) any financing for the Solar PV Facility or Battery Storage System obtained by Borrower, other than from the proceeds of the Mortgage Loan, must be approved by Lender.

(b) Renewable Energy Certificates or Solar Renewable Energy Certificates

Borrower represents and warrants that it has not entered into any contract or financing arrangement for or involving any Renewable Energy Certificates or Solar Renewable Energy Certificates that grants any other party a property interest, including any lien or other security interest, in the Solar PV Facility or Battery Storage System.

(c) Public Utility Status

Borrower represents and warrants that it has taken no action toward becoming or being characterized as a Public Utility.

Section [] .02 Covenants.

(a) Ownership and Additional Financing

Borrower covenants that:

(1) at all times during the Loan Term, no Person other than Borrower shall have any possessory ownership or other interest in the Solar PV Facility or Battery Storage System, and no Person shall be granted an option, right of first refusal, or right of first offer (except as required by applicable law) to purchase the Solar PV Facility or Battery Storage System, or any interest in the Solar PV Facility; and

(2) any financing for the Solar PV Facility or Battery Storage System obtained by Borrower, other than from the proceeds of the Mortgage Loan, must be approved by Lender.

(b) Design of Solar PV Facility

Borrower covenants that:

(1) the final design of the Solar PV Facility shall not be sized to serve more than the historic energy needs of the Mortgaged Property based on the most recent consecutive twelve (12) months of whole property historic energy consumption data;

(2) any Battery Storage System shall be designed only for on-site use (e.g., peak shaving), and Borrower has not entered into any agreement committing the Mortgaged Property to an arrangement with any utility, third-party, or off-site use regarding the Battery Storage System;

(3) the Person responsible for the design and installation of the Solar PV Facility must have a member of its team (or a subcontractor) who is certified by the North American Board of Certified Energy Practitioners® (NABCEP®);

(4) after installation of the Solar PV Facility according to the contracted specifications, the Mortgaged Property shall remain connected to the electric grid regardless of the energy production of the Solar PV Facility;

(5) specified system components for the solar photovoltaic system shall meet the following minimum manufacturer warranty requirements:

(A) 10-year product warranty and 25-year performance warranty for solar panels;

(B) 10-year product warranty for inverters;

(C) 10-year product warranty for racking system; and

(D) 10-year product warranty for batteries as part of energy storage; and

(6) if the Solar PV Facility is designed as carport-mounted, or other structures are being installed to support the Solar PV Facility, such structures shall be specifically designed for that purpose and suitable for the Mortgaged Property.

(c) Installation of Solar PV Facility and Battery Storage System

Borrower covenants that:

(1) Borrower shall obtain and maintain in full force and effect, for the lawful use and operation of the Solar PV Facility or Battery Storage System, all required permits, licenses, and certificates necessary to comply with all (A) zoning and land use statutes, laws, ordinances, rules, and regulations; (B) applicable health, fire, safety, and building codes; and (C) utility tariffs and laws governing the generation, storage, transmission, and distribution of electricity, including agreements necessary to participate in net metering, where available, and to register Renewable Energy Certificates or Solar Renewable Energy Certificates.

(2) prior to execution by Borrower, Lender shall have reviewed and approved each EPC Contract;

(3) Borrower shall provide to Lender, within thirty (30) days after execution, originals or copies of all documents necessary to evidence that the Solar PV Facility or Battery Storage System has been installed, is compliant with all utility tariffs and laws governing the generation, storage, transmission, and distribution of electricity, and is capable of producing electricity for consumption on the Mortgaged Property and, where applicable, delivery to the electric grid, including the following:

(A) an executed interconnection agreement with the local distribution company or utility;

(B) an executed net metering agreement with the local distribution company or utility, if applicable;

(C) any notice of commercial operation or in-service date provided to Borrower by the developer, engineering contractor, or operator of the Solar PV Facility or Battery Storage System; and

(D) a certification from such developer, engineering contractor, or operator that the Solar PV Facility or Battery Storage System is mechanically complete and ready to begin operation, which certification shall state, at a minimum, that:

(i) all materials and equipment for the Solar PV Facility and Battery Storage System have been installed;

(ii) all systems required to operate and monitor the Solar PV Facility and Battery Storage System have been installed;

(iii) all the equipment and systems can be operated in a safe and prudent manner and have been installed in a manner that does not void any equipment or system warranties; and

(iv) all required permits and approvals have been obtained and final inspections have been completed, including electrical and building code inspections.

(4) **[DRAFTING NOTE: INSERT IF INSTALLATION OF SOLAR PV FACILITY WILL NOT VOID ROOF WARRANTY:** prior to execution by Borrower of any EPC Contract, Borrower shall provide to Lender confirmation from the manufacturer or installer of each roof at the Mortgaged Property on which any of the Solar PV Facility will be installed that the installation of the Solar PV Facility will not void or alter the warranty covering such roof.] **[DRAFTING NOTE: INSERT IF INSTALLATION OF SOLAR PV FACILITY WILL VOID ROOF WARRANTY:** the EPC Contract for the installation of the Solar PV Facility shall include a provision whereby the Person responsible for the design and installation of the Solar PV Facility assumes liability for any roof leaks or roof integrity issues that occur during or after the installation of the Solar PV Facility, for the duration of the remaining roof warranty period.] **[DRAFTING NOTE: INSERT IF ROOF WARRANTY**

CANNOT BE ASCERTAINED AND A NEW ROOF IS NOT INCLUDED AMONG THE REQUIRED SOLAR REPAIRS: the EPC Contract for the installation of the Solar PV Facility shall factor into the total estimated cost of the Solar PV Facility the additional costs necessary for the removal and replacement of the Solar PV Facility following any future roof replacement.]

(d) Renewable Energy Certificates or Solar Renewable Energy Certificates

Borrower covenants that:

(1) if the Solar PV Facility or Battery Storage System is certified as a qualified renewable energy generator producing Renewable Energy Certificates, Solar Renewable Energy Certificates, or other tradable environmental characteristics, Borrower shall provide to Lender: (A) the certification number for each state where the Solar PV Facility or Battery Storage Systems is registered as a qualified renewable energy generator along with supporting documentation, and (B) evidence that the Solar PV Facility and Battery Storage System has been properly registered with any state-authorized registry which creates and tracks Renewable Energy Certificates or Solar Renewable Energy Certificates;

(2) any contract Borrower executes for sale of Renewable Energy Certificates or Solar Renewable Energy Certificates associated with the Solar PV Facility or Battery Storage System, or that grants any Person other than Borrower an interest in the Renewable Energy Certificates or Solar Renewable Energy Certificates produced by the Solar PV Facility or Battery Storage System, must be approved by Lender prior to execution. Such contracts shall include brokerage contracts, annuity contracts, and Upfront REC/SREC Contracts; and

(3) Borrower shall not enter into any Upfront REC/SREC Contract, annuity contract, brokerage contract, or similar contract that could (A) encumber Lender's rights to Renewable Energy Certificates or Solar Renewable Energy Certificates produced by the Solar PV Facility or Battery Storage System in the event Lender takes title to the Solar PV Facility or Battery Storage System through a Foreclosure Event; (B) require the Solar PV Facility or Battery Storage System to continue producing Renewable Energy Certificates or Solar Renewable Energy Certificates after a Foreclosure Event; or (C) expose Lender to liability for the failure of the Solar PV Facility or Battery Storage System to produce Renewable Energy Certificates or Solar Renewable Energy Certificates after a Foreclosure Event.

(e) Operations and Maintenance Requirements

Borrower covenants that:

(1) the Solar PV Facility and any Battery Storage System are covered for hazards, catastrophic risk, and general liability as required by this Loan Agreement under either Borrower's standard insurance policy or any rider obtained by Borrower;

(2) if any portion of the Solar PV Facility and Battery Storage System are located in a Special Flood Hazard Area, Borrower has obtained adequate flood insurance as required by Lender;

(3) any Solar PV Facility or Battery Storage System is maintained in good working order and operated in accordance with industry best practice and applicable federal, state and local laws, utility tariffs and market rules;

(4) prior to the commencement of the operation of the Solar PV Facility, Borrower will enter into an Operations and Maintenance Agreement ("**Solar O&M Agreement**"), in form and substance acceptable to Lender, with a qualified service provider with experience operating and maintaining solar photovoltaic and battery storage systems, governing the operations and maintenance of the Solar PV Facility and any Battery Storage System located on the Mortgaged Property for the lesser of (A) the Loan Term, or (B) 10 (ten) years. The Solar O&M Agreement shall be collaterally assigned to Lender, and shall not create any property rights or other security interest in the Solar PV Facility or Battery Storage System in the counterparty to the Solar O&M Agreement. The Solar O&M Agreement shall specify each party's obligations regarding operating, maintaining, and monitoring the Solar PV Facility and Battery Storage System. Further,

(i) with respect to any Battery Storage System, the Solar O&M Agreement shall obligate the Solar O&M provider to remove the Battery Storage System and dispose of any hazardous waste associated with it in accordance with all applicable law in the event the property owner decommissions the Battery Storage System; and

(ii) with respect to a Solar PV Facility, the Solar O&M Agreement shall contain a performance guarantee clause that specifies the expected annual output of the Solar PV Facility for each year of the term of the Solar O&M Agreement and obligates the service provider to operate and maintain the Solar PV Facility to achieve the expected annual output. Borrower and its service

provider shall negotiate the specific terms of this provision, including the percentage of the expected output that must be achieved, the damages or penalties for failure to achieve the expected output, and the conditions under which a failure to meet the expected output will be excused;

(5) Borrower shall be responsible for metering and tracking the energy produced by the Solar PV Facility, however where energy production is metered by the local utility, Borrower may rely on the local utility's meter readings. Upon request, Borrower shall furnish to Lender (A) reports specifying the quantity of electricity produced by the Solar PV Facility on a monthly and annual basis, (B) electric utility bills and any other information from Borrower's utility indicating the quantity of electricity produced by the Solar PV Facility or delivered to the electric grid through net metering arrangements, and (C) such other energy and utility information relating to the Mortgaged Property as Lender may request. Borrower shall permit Lender, the Green Measurement and Verification Consultant, and any of Lender's other agents, representatives, and designees to enter upon and inspect the Mortgaged Property for such purposes (subject to the rights of tenants under the Leases) (i) during normal business hours, (ii) at such other reasonable time upon reasonable notice of not less than one (1) Business Day, and (iii) at any time after an Event of Default has occurred and is continuing; and

(6) if the Solar PV Facility is sized over 500 kilowatt hours, prior to installation of the Solar PV Facility, Borrower shall obtain a performance guaranty, in form and substance acceptable to Lender, executed by the Person responsible for the design and installation of the Solar PV Facility, for the Loan Term, and which will reimburse Borrower and its successors and assigns if the Solar PV Facility fails to perform and produce the projected kilowatt hours.

(f) Public Utility Status

Borrower covenants that:

(1) Borrower shall take no action (including causing third party action) toward becoming or being characterized as a Public Utility;

(2) Borrower shall not (A) hold itself out as being a Public Utility or seek any benefit of utility status; (B) provide electric energy to anyone other than a tenant or local electric utility; (C) cross any public streets or rights of way in its furnishing of electricity; (D) collect a premium for solar electricity furnished to tenants; or (E) sell electricity to any party other than the local distribution utility pursuant to net metering or

community solar arrangements, as permitted by governmental regulations and utility tariffs; and

(3) Borrower shall promptly notify Lender if any communications are made to Borrower by tenants, Governmental Authorities, or third parties suggesting Borrower may be operating as a Public Utility, or if Borrower otherwise becomes aware it may be operating as a Public Utility.

Section [].03 Mortgage Loan Administration Matters Regarding Solar Repairs.

Notwithstanding anything to the contrary contained in Section 13.02(a) of the Loan Agreement, prior to the disbursement of funds from the Repairs Escrow Account for any Solar Repairs, Lender must receive:

(a) an inspection by the Green Rewards Consultant or such other engineer or inspector selected by Lender to verify the completion and proper installation of all Solar Repairs; and

(b) evidence of approval of the Solar PV Facility for commercial operation.

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MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT

**ADDENDUM TO SCHEDULE 6 – REQUIRED REPAIR SCHEDULE
(Green Rewards Repairs with Solar)**

[DRAFTING NOTE: THIS ADDENDUM MUST BE ATTACHED TO THE REQUIRED REPAIR SCHEDULE AND COMPLETED IF ANY GREEN REWARDS REPAIRS AND SOLAR REPAIRS ARE REQUIRED.]

Address of Mortgaged Property:	[DRAFTING NOTE: LIST ALL ADDRESSES IF MORE THAN ONE]
Collateral Reference Number:	_____

Green Rewards Repairs	Estimated Cost	Maximum Green Rewards Repair Cost	Completion Date
The items marked “Yes” in the “Selected for Implementation” column on the List of Green Rewards Repairs that appears on the following page, excluding any item included as a Solar Repair below.	The “Installed Cost” for each item marked “Yes” on the List of Green Rewards Repairs that appears on the following page.	Estimated Cost x 125%	

Solar Repairs	Estimated Cost	Maximum Solar Repair Cost	Completion Date
Solar Repairs are the solar photovoltaic-related items marked “Yes” in the “Selected for Implementation” column on the “List of Green Rewards Repairs” Table attached on the following page, and which solar photovoltaic system must comply with the Solar Repairs System Requirements set forth	The “Installed Cost” for each item marked “Yes” on the List of Solar Repairs that appears on the following page.	Estimated Cost x 125%	

in the System Components table attached on the following page.			
Total Green Rewards Deposit		[DRAFTING NOTE: INSERT AGGREGATE COST OF ALL GREEN REWARDS REPAIRS AND ALL SOLAR REPAIRS FROM ROES ABOVE.]	

[DRAFTING NOTE: ATTACH ON THE NEXT PAGE THE TABLE TITLED “ENERGY AND WATER EFFICIENCY MEASURES SELECTED FOR IMPLEMENTATION” FROM THE “LENDER VALIDATION” TAB OF FORM 4099.H., AND THE TABLE, TITLED “SYSTEM COMPONENTS”, FROM THE “INPUT_SYSTEM DETAILS” TAB OF FORM 4099.I., AND DELETE THE TWO SAMPLE TABLES BELOW.]

List of Green Rewards Repairs

Selected for Implementation	EWEM No.	Description of Energy and Water Efficiency Measures	Installed Cost	Owner Annual Cost Savings			Tenant Annual Cost Savings			Source Energy Savings	Water Savings
				Energy	Water	Total	Energy	Water	Total		
	1										
	2										
	3										
	4										
	5										
	0 EWEM Recommended		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%
	0 EWEM Selected		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%

Solar Repairs System Requirements

SYSTEM COMPONENTS					
System Component	Description of Equipment	Equipment Unit Count	Useful Life (Years)	Equipment Warranty (Years)	Performance Guarantee (Years)
Panels					
Inverters					
Racking System					N/a
Battery Storage (if applicable)					N/a

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Legend:	
<u>Insertion</u>	
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Style change	
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Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	11
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Moved to	0
Style change	0
Format changed	0

Total changes	23
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