

EXHIBIT []

MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT (Green Building Certification)

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:

“EPA” means the United States Environmental Protection Agency.

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

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

3. The following Article is hereby added to the Loan Agreement as Article [] (Green Mortgage Loan):

ARTICLE [] – GREEN MORTGAGE LOAN

Section [].01 Covenants.

(a) 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) 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 (A) the completion and submission of any required “Measurement Property Setup Form,” and (B) sharing access to Borrower’s owner utility information for the Mortgaged Property;

(3) share Borrower’s Portfolio Manager account with Lender;

(34) if tenants pay bills directly to a utility, collect a representative sample of tenant bills (as determined by Lender and the Green Measurement and Verification Consultant) and report such sample to Lender and the Green Measurement and Verification Consultant;

(45) 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;

(56) provide Lender and the Green Measurement and Verification Consultant with whole property data for the Mortgaged Property, separated by Borrower and tenant usage; and

(67) 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 Green Measurement and Verification Consultant to obtain or verify any requested data.

(b) 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) the month and year ending period for items (1) through (6) above;
- (8) any additional energy and water data reasonably requested by Lender; and
- (9) the Portfolio Manager Property Identification Number.

(c) 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 any 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 [].

(d) Borrower agrees to execute and deliver to Lender a release addressed to the organization granting a Green Building Certification, and authorizing such green building organization to release to Lender the final certification scorecard or equivalent documentation for the granting of such Green Building Certification.

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