

[DRAFTING NOTE: THIS FORM IS FOR USE WITH A MULTIFAMILY AFFORDABLE HOUSING (MAH) MORTGAGED PROPERTY WHERE AT LEAST ~~60~~50% OF THE UNITS SERVE RESIDENTS AT ~~60~~80% AMI OR LESS AND WHERE CENTER FOR ACTIVE DESIGN OR SUCH OTHER ENTITY APPROVED BY FANNIE MAE HAS CERTIFIED THE MORTGAGED PROPERTY.]

EXHIBIT []

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT
(Healthy Housing Rewards™ – Healthy Design)**

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:

~~“Center for Active Design” means Center for Active Design, Inc., a New York corporation.~~

“Healthy Design” means the Fannie Mae Multifamily Affordable Housing program that encourages multifamily affordable borrowers to incorporate design elements in the Mortgaged Property that support the health and well-being of tenants.

~~“Healthy Design Certification” means a certification issued by the Center for Active Design (or such other entity as may be identified by Lender from time to time) that complies with the Healthy Design Certifications (Form 4248) confirming that the Mortgaged Property meets the minimum Healthy Design criteria and standards established, maintained and administered by the Center for Active Design for the applicable period, as such criteria or standards may be amended or superseded from time to time.~~

3. Section 3.02(a) (Personal Liability Based on Lender’s Loss) of the Loan Agreement is hereby amended by adding the following subsection to the end thereof:

([]) any failure of Borrower to comply with Section [].02 (~~Covenants Regarding Healthy Housing Rewards~~Rewards™ – Healthy Design – Covenants) that constitutes an Event of Default under Section 14.01(c)([]) (Events of Default Subject to Extended Cure Period) of this Loan Agreement.

4. Section 14.01(c) (Events of Default Subject to Extended Cure Period) of the Loan Agreement is hereby amended by adding the following provision to the end thereof:

([]) any failure by Borrower to comply with Section [].02 (~~Covenants Regarding Healthy Housing Rewards~~RewardsTM – Healthy Design – ~~Covenants~~) of this Loan Agreement.

5. The following Article is hereby added to the Loan Agreement as Article [] (Healthy Housing RewardsTM – Healthy Design):

**ARTICLE [] – HEALTHY HOUSING
REWARDSTM – HEALTHY DESIGN**

Section [].01 Representations and Warranties.

The representations and warranties made by Borrower to Lender in this Section are made as of the Effective Date.

[DRAFTING NOTE: INSERT APPLICABLE PROVISION:]

[The Mortgaged Property has a valid Healthy Design Certification.] [OR] [The plans and specifications for the rehabilitation work to be performed at the Mortgaged Property have been submitted to the Center for Active Design and for a Healthy Design Certification complying with Form 4248 and have received preliminary approval as complying with the requirements for applicable Healthy Design Certification.]

Section [].02 Covenants.

[DRAFTING NOTE: INSERT (a) AND (b) ONLY IF “PRE-CERTIFIED” HEALTHY DESIGN ELEMENTS ARE TO BE INCORPORATED EITHER AS PART OF THE REQUIRED REPAIRS OR AS REHABILITATIONREHABILITATION **WORK:]**

[(a) No later than thirty (30) days after the completion of the Required Repairs **[DRAFTING NOTE: INSERT “Rehabilitation Work” IF THE LENDER REQUIRES THE USE OF MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT (REHABILITATION RESERVE – MODERATE REHABILITATION) (622.MOD)]** that incorporated the pre-certified Healthy Design elements at the Mortgaged Property, Borrower shall submit to the ~~Center for Active Design~~ all information required by the Center for Active Design to formally issue its issuer of the applicable Healthy Design Certification complying with Form 4248 all required information to formally issue the Healthy Design Certification for the Mortgaged Property as complying with the Healthy Design requirements.

(b) No later than thirty (30) days after the receipt of the formal Healthy Design Certification ~~from the Center for Active Design~~, Borrower shall forward to Lender a copy of the Healthy Design Certification.]

~~{(a)/(c)}~~ Borrower shall maintain the Healthy Design elements at the Mortgaged Property throughout the Mortgage Loan term.

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Summary report:
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6/8/2022 12:24:11 PM

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Intelligent Table Comparison: Active	
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Table moves from	0
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Embedded Excel	0
Format changes	0
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