**SCHEDULE 2**

**TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**Summary of Loan Terms**

**(Interest Rate Type - ARM 5/5 (SOFR))**

|  |  |
| --- | --- |
| **I. GENERAL PARTY AND MULTIFAMILY PROJECT INFORMATION** | |
| **Borrower** |  |
| **Lender** |  |
| **Key Principal** |  |
| **Guarantor** |  |
| **Multifamily Project** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] **[INSERT MORTGAGED PROPERTY’S COMMONLY KNOWN NAME]** |
| **ADDRESSES** | |
| **Borrower’s General Business Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Borrower’s Notice Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE; INCLUDE EMAIL ADDRESS] |
| **Multifamily Project Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Multifamily Project County** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Key Principal’s General Business Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Key Principal’s Notice Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE; INCLUDE EMAIL ADDRESS] |
| **Guarantor’s General Business Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Guarantor’s Notice Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE; INCLUDE EMAIL ADDRESS] |
| **Lender’s General Business Address** | [DRAFTING NOTE: USE HEADQUARTERS ADDRESS] |
| **Lender’s Notice Address** | [DRAFTING NOTE: USE SERVICING ADDRESS; INCLUDE EMAIL ADDRESS] |
| **Lender’s Payment Address** |  |

|  |  |
| --- | --- |
| **II. MULTIFAMILY PROJECT INFORMATION** | |
| **Property Square Footage** |  |
| **Total Parking Spaces** |  |
| **Total Residential Units** |  |
| **Affordable Housing Property** | Yes  No  [DRAFTING NOTE: ONLY INDICATE YES IF THE MORTGAGE LOAN IS UNDERWRITTEN PURSUANT TO PART III, CHAPTER 7 OF THE MSS GUIDE] |

|  |  |
| --- | --- |
| **III. MORTGAGE LOAN INFORMATION** | |
| **Adjustable Rate** | Until the first Rate Change Date, the Initial Adjustable Rate, and from and after each Rate Change Date following the first Rate Change Date until the next Rate Change Date, a per annum interest rate that is the sum of (i) the Current Index, and (ii) the Margin, which sum is then rounded to the nearest three (3) decimal places; provided, however, the Adjustable Rate shall never be:  (x) more than one percentage point (1%) higher or lower than the Adjustable Rate in effect immediately preceding the Rate Change Date;  (y) more than \_\_\_\_%; or *[Insert the sum of the Guaranty Fee, the Servicing Fee, plus five percent (5%), which is the “Lifetime Maximum Interest Rate (%)” as entered by Lender in C&D in the ARM Attribute section of the Commitment tab.]*  (z) less than the Margin |
| **Amortization Period** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months  *[Typically zero (0), three hundred (300) or three hundred sixty (360) months.]* |
| **Amortization Type** | [**Select only one:**]  Amortizing  Full Term Interest Only  Partial Interest Only |
| **Current Index** | The Index that is effective on the Business Day immediately preceding the applicable Rate Change Date |
| **Effective Date** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ |
| **First Payment Date** | The first day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_  *[For example: If the Effective Date is June 1, 2023, then the First Payment Date will be July 1, 2023. If the Effective Date is any day in June, 2023 other than June 1, 2023, then the First Payment date will be August 1, 2023.]* |
| **[First Principal and Interest Payment Date]**  **[APPLICABLE ONLY FOR PARTIAL INTEREST ONLY AMORTIZATION TYPE]** | The first day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_  *[Insert the calendar month and year immediately following the Last Interest Only Payment Date. For example: If the Last Interest Only Payment Date is June 1, 2023, then the First Principal and Interest Payment Date is July 1, 2023.]* |
| **Guaranty Fee** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% per annum |
| **Index** | 30-Day Average SOFR; provided that, if an Index Transition Event and its related Index Replacement Date have occurred, then the Index shall mean the Index Replacement determined pursuant to the terms of the Loan Agreement |
| **Initial Adjustable Rate** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% per annum |
| **Initial Maturity Date** | The first day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ |
| **Initial Monthly Debt Service Payment** | [**Complete only the applicable option and delete the other.**]  *For Amortizing Loans*:  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Calculated as the amount required to amortize the original principal balance of the Mortgage Loan in equal monthly installments over the Amortization Period at the Initial Adjustable Rate, using the 30/360 Interest Accrual Method even though Actual/360 is the Interest Accrual Method.]*  *For Full Term Interest Only and Partial Interest Only*:  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Calculated by multiplying the original principal balance of the Mortgage Loan by the Initial Adjustable Rate, dividing the product by three hundred sixty (360), and multiplying the quotient by the actual number of days elapsed in the applicable month.]* |
| **Interest Accrual Method** | Actual/360 (computed on the basis of a three hundred sixty (360) day year and the actual number of calendar days during the applicable month, calculated by multiplying the unpaid principal balance of the Mortgage Loan by the Interest Rate, dividing the product by three hundred sixty (360), and multiplying the quotient obtained by the actual number of days elapsed in the applicable month) |
| **Interest Only Term** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months  *[Insert “0” for Amortizing Loans.]* |
| **Interest Rate Type** | ARM |
| **[Last Interest Only Payment Date]**  **[APPLICABLE ONLY FOR PARTIAL INTEREST ONLY AMORTIZATION TYPE]** | The first day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_  *[Insert the date that the last interest only payment is due.]* |
| **Loan Amount** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Loan Term** | Sixty (60) months |
| **Loan Year** | The period beginning on the Effective Date and ending on the last day of \_\_\_\_\_\_\_\_, \_\_\_\_\_, and each successive twelve (12) month period thereafter  *[Insert the month and year which is twelve (12) full calendar months after the Effective Date.  For example, if the Effective Date is July 1, 2023, then the month and year to insert is June, 2024, but if the Effective Date is any day from the 2nd through the 31st in July, 2023, then the month and year to insert is July, 2024.]* |
| **Margin** | \_\_\_\_\_\_\_\_\_\_\_\_\_%, provided the Margin for the Renewal shall be determined by Lender at rate lock of the Renewal |
| **Maturity Date** | The (i) Initial Maturity Date, (ii) in connection with Borrower’s exercise of the Conversion Option, the New Maturity Date, (iii) in connection with Borrower’s exercise of the Renewal Option, the Renewal Maturity Date, or (iv) or any earlier date on which the Indebtedness becomes due and payable by acceleration or otherwise |
| **Maximum Permitted Equipment Financing** | \_\_\_\_\_\_\_  *[Insert the approved maximum, typically two percent (2%) of the Outstanding Loan Amount or the lesser of $\_\_\_\_\_\_ [the approved dollar amount] and two percent (2%) of the Outstanding Loan Amount.]* |
| **Monthly Debt Service Payment** | [**Complete only the applicable option and delete the others.**]  *For Amortizing (Actual/360 (30/360 not available))*:  (i) for the First Payment Date, the Initial Monthly Debt Service Payment; and  (ii) for each Payment Date thereafter until the Mortgage Loan is fully paid, such amount as shall cause the unpaid principal balance of the Mortgage Loan to be amortized in equal monthly installments over the Remaining Amortization Period at the Adjustable Rate (for clause (ii), the 30/360 Interest Accrual Method must be used even though Actual/360 is the Interest Accrual Method) |
| *For Full Term Interest Only (Actual/360 (30/360 not available))*:  (i) for the First Payment Date, the Initial Monthly Debt Service Payment; and  (ii) for each Payment Date thereafter until the Mortgage Loan is fully paid, the amount obtained by multiplying the unpaid principal balance of the Mortgage Loan by the Adjustable Rate, dividing the product by three hundred sixty (360), and multiplying the quotient by the actual number of days elapsed in the applicable month |
| *For Partial Interest Only (Actual/360 (30/360 not available))*:  (i) for the First Payment Date, the Initial Monthly Debt Service Payment;  (ii) for each Payment Date thereafter through and including the Last Interest Only Payment Date, the amount obtained by multiplying the unpaid principal balance of the Mortgage Loan by the Adjustable Rate, dividing the product by three hundred sixty (360), and multiplying the quotient by the actual number of days elapsed in the applicable month; and  (iii) for the First Principal and Interest Payment Date and each Payment Date thereafter until the Mortgage Loan is fully paid, such amount as shall cause the unpaid principal balance of the Mortgage Loan to be amortized in equal monthly installments over the Remaining Amortization Period at the Adjustable Rate (for clause (iii), the 30/360 Interest Accrual Method must be used even though Actual/360 is the Interest Accrual Method) |
| **Payment Change Date** | The first day of the month following each Rate Change Date until the Mortgage Loan is fully paid |
| **Prepayment Lockout Period** | The first Loan Year of the Initial Loan Term, and upon closing of any Renewal, the first Loan Year of the Renewal Term |
| **Rate Change Date** | The First Payment Date and the first day of each month thereafter until the Mortgage Loan is fully paid, subject to any Index Replacement Conforming Changes required upon implementation of any Index Replacement |
| **Remaining Amortization Period** | [**Complete only the applicable option and delete the others.**]  *[For Amortizing Loans and Partial Interest Only Loans:]*  As of each Payment Change Date, the Amortization Period minus the number of scheduled Monthly Debt Service Payments that have elapsed since the Effective Date |
| *[For Interest Only Loans:]*  N/A |
| **Servicing Fee** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% per annum |

| **IV. YIELD MAINTENANCE/PREPAYMENT PREMIUM INFORMATION** | |
| --- | --- |
| **Prepayment Premium Term** | The period beginning on the Effective Date and ending on the last calendar day of the fourth month prior to the month in which the Maturity Date occurs |

|  |  |
| --- | --- |
| **V. RESERVE INFORMATION** | |
| **Completion Period** | Within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months after the Effective Date or as otherwise shown on the Required Repair Schedule |
| **Initial Replacement Reserve Deposit** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Maximum Inspection Fee** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE FOR ANY GREEN REWARDS MORTGAGE LOAN:** in lieu of a dollar amount, replace the blank with “actual expenses incurred”**]** |
| **Maximum Repair Disbursement Interval** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) time(s) per calendar [month][quarter] |
| **Maximum Replacement Reserve Disbursement Interval** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) time(s) per calendar [month][quarter] |
| **Maximum Restoration Reserve Disbursement Interval** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) time(s) per calendar [month][quarter] |
| **Minimum Repairs Disbursement Amount** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Minimum Replacement Reserve Disbursement Amount** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Minimum Restoration Reserve Disbursement Amount** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Monthly Replacement Reserve Deposit** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Repair Threshold** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Repairs Escrow Account Administration Fee** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable [one time][monthly] |
| **Repairs Escrow Deposit** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Replacement Reserve Account Administration Fee** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable [monthly][annually] |
| **Replacement Reserve Account Interest Disbursement Frequency** | [Monthly][Quarterly] |
| **Replacement Threshold** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Restoration Reserve Account Administration Fee** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable [monthly][annually] |
| **Restoration Threshold** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **VI. CONVERSION OPTION – ARM LOAN** | |
| **Conversion Review Fee** | A non-refundable fee in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Minimum Conversion Debt Service Coverage Ratio** | \_\_\_\_\_  *[Insert the applicable Fixed Rate Debt Service Coverage Ratio (which shall in no event be lower than 1.25 for Tier 2, 1.35 for Tier 3, or 1.55 for Tier 4) required for the asset class of the Mortgaged Property and the Tier of the Mortgage Loan as further set forth in Form 4660 in effect at Mortgage Loan origination.]* |

|  |  |
| --- | --- |
| **VII. RENEWAL OPTION – ARM LOAN** | |
| **Maximum Renewal Loan to Value Ratio** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Minimum Renewal Debt Service Coverage Ratio** | \_\_\_\_\_  *[Insert applicable Loan to Value Ratio per Form 4660, which shall in no event be greater than the same Tier as the initial five (5) year adjustable rate term.]* |

**[Remainder of Page Intentionally Blank]**