**SCHEDULE 2**

**TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**Summary of Loan Terms**

**(Interest Rate Type - Structured ARM (SOFR))**

**(Seniors Housing)**

|  |  |
| --- | --- |
| **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]** |
| **Type of Property** | [DRAFTING NOTE: SELECT ALL APPLICABLE PROPERTY TYPE(S): INDEPENDENT LIVING, ASSISTED LIVING, ALZHEIMER’S/DEMENTIA CARE] |
| **Seniors Housing Facility Licensing Designation** | [DRAFTING NOTE: INSERT DESIGNATION PER PROPERTY JURISDICTION OR INSERT “NO SENIOR HOUSING FACILITY LICENSING REQUIRED”] |
| **HIPAA Covered Entity** | Borrower  Yes  No  Master Lessee  Yes  No  Property Manager  Yes  No  [Identify any other  Yes  No  Property Operator,  including any Sublessee] |
| **Medicaid Participant** | Borrower  Yes  No  Master Lessee  Yes  No  Property Manager  Yes  No  [Identify any other  Yes  No  Property Operator,  including any Sublessee] |
| **Property Operator(s)** | [DRAFTING NOTE: IF YES, INSERT NAME AS APPLICABLE]  Master Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sublessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Property Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Affiliated Property Operator(s)** | Yes  [DRAFTING NOTE: IF YES, INSERT NAME AS APPLICABLE]  Master Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sublessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Property Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  No |
| **Unaffiliated Property Operator(s)** | Yes  [DRAFTING NOTE: IF YES, INSERT NAME AS APPLICABLE]  Master Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sublessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Property Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  No |
| **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** |  |
| **Master Lessee’s General Business Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Master Lessee’s Notice Address** | [DRAFTING NOTE: USE SERVICING ADDRESS; INCLUDE EMAIL ADDRESS] |
| **Property Manager’s General Business Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Property Manager’s Notice Address** | [DRAFTING NOTE: USE SERVICING ADDRESS; INCLUDE EMAIL ADDRESS] |
| **Sublessee’s General Business Address** | [DRAFTING NOTE: LIST ALL IF MORE THAN ONE] |
| **Sublessee’s Notice Address** | [DRAFTING NOTE: USE SERVICING ADDRESS; INCLUDE EMAIL ADDRESS] |

|  |  |
| --- | --- |
| **II. MULTIFAMILY PROJECT INFORMATION** | |
| **Property Square Footage** |  |
| **Total Parking Spaces** |  |
| **Total Residential Units** | [DRAFTING NOTE: BREAK DOWN UNITS PER USE (Ex., IL, AL, ALZ/DEMENTIA CARE)]  Independent Living \_\_\_\_\_ units  Assisted Living \_\_\_\_\_ units  Alzheimer’s \_\_\_\_\_ units  Dementia Care \_\_\_\_\_ 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 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.]* |
| **Fixed Monthly Principal Component** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Insert N/A if the Mortgage Loan is full term I/O.]* |
| **Fixed Rate Amortization Factor** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% per annum  *[Insert the fixed rate used for purposes of determining the Fixed Monthly Principal Component, as required by the applicable underwriting requirements.] [Insert N/A if the Mortgage Loan is full term I/O.]* |
| **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 Monthly Debt Service Payment** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **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** | Structured 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** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) 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** | \_\_\_\_\_\_\_\_\_\_\_\_\_% |
| **Maturity Date** | The first day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, or any later date to which the Maturity Date may be extended (if at all) in connection with Borrower’s exercise of the Conversion Option 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 following the First Payment Date, until the Mortgage Loan is fully paid, an amount equal to the sum of:  (1) the Fixed Monthly Principal Component; plus  (2) an interest payment equal to 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 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, an amount equal to the sum of:  (1) the Fixed Monthly Principal Component; plus  (2) an interest payment equal to 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 |
| **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 Loan 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 |

| **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 – SARM 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.]* |

**[Remainder of Page Intentionally Blank]**