COVID-19

April 2, 2020

Congress passed the <u>CARES Act</u> and we are adjusting our forbearance plan to make sure we're in full compliance with those regulations.

- We are encouraging borrowers to only enter into a forbearance agreement if it is needed to continue their business operations.
- To align with the CARES Act, the latest date to enter into a Forbearance
 Agreement will be the earlier of the termination of the National Emergency
 declared by the President of the United States and December 31, 2020.
- Borrowers will repay forborne amounts over a period of 12 months, but they
 have the option to pay it back sooner. No late fees or interest charges will be
 applied during the forbearance period.
- We have developed a standard forbearance form/agreement that is non-negotiable. Borrowers also must submit a hardship letter explaining their circumstances and attach a tenant delinquency and forbearance report demonstrating the effect of the national COVID-19 emergency on the property's operation and performance.
- Borrowers must agree to a moratorium on evictions during the forbearance period. This includes a prohibition on initiating the eviction process or pursuing current evictions already in process.
- Borrower must remain in compliance with all other terms and conditions of the Loan Documents and at all times comply with all laws (including the CARES Act), ordinances, rules, regulations and requirements of any governmental authority having jurisdiction over the property.