

ACKNOWLEDGEMENT AND CONDITIONAL APPROVAL

July 30, 2024

Morguard Emerald Apartments LLC
Attn: Gary Stern
6305 Airline Drive
Metairie, Louisiana 70003

RE: **Servicer Loan Number:** 01-0429161
 Fannie Mae Loan No.: 17170000794
 Borrower Name: Morguard Emerald Apartments LLC, a Florida limited liability company
 Property Name: Emerald Lake Apartments
 Subject: Routine Utility Easement

Dear Borrower:

CBRE Multifamily Capital, Inc. (“Servicer”) is pleased to provide this letter on behalf of Fannie Mae (“Lender”) to evidence the acknowledgment and conditional approval of the Utility Easement (the “Easement”) between Morguard Emerald Apartments LLC (“Grantor”) and City of Lakeworth Beach (“Grantee”). The Easement is permitted subject to the satisfaction set forth in this Acknowledgment and Conditional Approval Letter (“Acknowledgment”) and the Multifamily Loan and Security Agreement dated as of October 1, 2020 (“Loan Agreement”), executed by Borrower in connection with the Loan described above. Capitalized terms used in this letter will have the meanings given to them in the Loan Agreement.

- A. **Expiration of Approval.** **This approval will expire at 5:00 p.m. Central Standard Time on August 14, 2024** (“Expiration Date”), at which time, unless Borrower has accepted this Approval in the manner set forth in this letter, this Approval will become null and void. Upon acceptance, Borrower will have 120 days to provide the required documents as outlined in ‘Section B’ below.
- B. **Terms and Conditions.** The Easement must be completed in accordance with the requirements set forth by the Lender below:
 - a. Since a date-down endorsement is not available in the Property jurisdiction of Florida. Borrower is require to deliver a current title search confirming the continued priority of Lender’s Lien other than the subordination of the Security Instrument to the Easement.
 - b. Borrower to send Lender a fully executed copy of the Utility Easement as shown in Exhibit A.
- C. **Fees.** In connection with the Easement, the Borrower must remit to Servicer the following fees:

Review Fee and Legal Fees: The Borrower must remit Lender’s counsel legal fees (together, “Counsel Fees”) to Lender for the fees, costs and expenses of Lender counsel. Borrower acknowledges and agrees that Counsel Fees are earned as of the date that services are provided. Any additional

Counsel Fees accrued following the issuance of this Acknowledgment related to this transaction, if any, will be payable by Borrower, based upon Servicer and Lender counsel's hourly billing rate

\$3,000 CBRE Review Fee
\$3,000 CMC Legal Review Fee

Total Fees: \$6,000 (satisfied)

- D. Material Differences. Servicer will not be obligated to allow the Easement if any feature of the transaction differs materially from that which was disclosed to Servicer.
- E. Modifications. The provisions of this Acknowledgement may not be waived or modified or in any way changed by implication or subsequent conduct, correspondence or otherwise, unless such waiver, modification or change is expressly stated as such and is specifically agreed to in writing by Lender and Servicer.
- F. Merger. No statements, agreements or representations, oral or written, which may have been made to Borrower or to any employee or agent of Borrower, by any employee, representative or agent acting on Servicer's behalf, with respect to the Easement will be of any force or effect except to the extent stated in this Acknowledgement, and all prior agreements and representations made with respect to the Easement are merged in this Acknowledgement.
- G. Survival. The provisions and conditions of this Acknowledgement will survive delivery of the Easement.
- H. Mortgage. All other terms of the Mortgage shall remain in full force and effect.

If you should have any questions about this Acknowledgment, please contact samuel.gaas@cbre.com.

Sincerely,




Nikki Broussard
Associate Vice President

To evidence its acceptance of the terms of this Acknowledgement, the Borrower must execute this Acknowledgement as set forth below and cause such executed copy of this Acknowledgement to be received by Servicer.

Agreed and Accepted this 6th day of August, 2024.

BORROWER:

MORGUARD EMERALD APARTMENTS LLC, a
Florida limited liability company

By:  _____
Name: Beverley G. Flynn
Title: Vice President