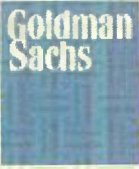


## IRREVOCABLE STANDBY LETTER OF CREDIT



Goldman Sachs Mortgage Company  
c/o Goldman Sachs Loan Operations  
Attn: Letter of Credit Department Manager  
2001 Ross Avenue, 29<sup>th</sup> Floor  
Dallas, TX 75201

DATE: December 13, 2019

### APPLICANT:

The Hertz Corporation  
8501 Williams Road  
Estero, Florida 33928

### BENEFICIARY:

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street, 7<sup>th</sup> Floor  
New York, NY 10282  
Telephone: (212) 357-9494

LETTER OF CREDIT NUMBER: 30000024

EXPIRY DATE: December 18, 2023

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company (the “**Issuer**”), hereby establish our irrevocable standby letter of credit (this “**Letter of Credit**”) in favor of the above referenced beneficiary (hereinafter, the “**Beneficiary**”) for the account of the above referenced applicant (hereinafter, the “**Applicant**”) in the aggregate amount of Twenty Five Million AND 00/100 UNITED STATES DOLLARS (\$25,000,000) (subject to reduction or increase as described below, the “**Stated Amount**”).

This Letter of Credit has been issued in the Beneficiary’s favor in support of any or all of the letters of credit already issued by the Beneficiary or to be issued by the Beneficiary from time to time hereafter for the account of the Applicant pursuant to the Continuing Agreement for Standby Letters of Credit, dated as of December 13, 2019 (as may be amended, supplemented or otherwise modified from time to time, the “**Primary LC Agreement**”) between the Applicant and the Beneficiary (such letters of credit, as may be amended, supplemented or otherwise modified from time to time, being hereafter referred to collectively as the “**Primary LCs**”).

The Stated Amount shall adjust from time to time, without amendment, to account for (i) drawings hereunder that we have honored (in each case the Stated Amount of this Letter of Credit shall be reduced by the amount of such drawing), (ii) cancellation, reduction (other than scheduled reductions which are provided for in clause (iii) below) or expiration of Primary LCs, in each case upon receipt by us of the Beneficiary’s notice describing such cancellation, reduction or expiration (reduced in the amount of the available amount of the Primary LCs that have been cancelled or expired or reduced, as applicable, in the amount of such reduction), (iii) any scheduled reductions set forth on Schedule 1 attached hereto, and (iv) any increase in the Stated Amount of any Primary LC, or issuance by the Beneficiary from time to time after the date hereof of any Primary LC (increased in the amount of such increase or in the amount of the available amount of such issued Primary LC, as applicable), subject in the case of any increase or issuance described in clause (iv) to confirmation by us prior to such increase of the Stated Amount hereunder (before giving effect to any increase in the Stated Amount hereunder). The Stated Amount may also be increased by the Issuer from time to time, without amendment, by notice by the Issuer to the Beneficiary of such increase in the form of Exhibit B hereto, and Schedule 1 attached hereto can be

replaced by the Issuer, from time to time, without amendment, but only to reflect increases in the Stated Amount and the date(s) upon which such increases shall terminate; provided, that in no event shall the amount available hereunder exceed, after giving effect to any such increase \$25,000,000.00- [ (Twenty-Five Million AND 00/100 UNITED STATES DOLLARS) (the consent of the Beneficiary shall not be required for any such increase), and reduced from time to time, without amendment, by any scheduled reductions set forth on Schedule 1 attached hereto, as such Schedule 1 may have been replaced from time to time in accordance with the terms hereof (such maximum available amount referred to in this sentence, subject to reduction as provided in this sentence, the “**Maximum Amount**”).

Funds under this Letter of Credit are available by payment as described below from our office in New York, New York, following presentation on or prior to the expiry date at our office specified below of a dated draw certificate (the “**Draw Certificate**”) issued on letterhead of the Beneficiary and purportedly signed by an authorized representative in the form of Exhibit A hereto.

In addition, presentation of such Draw Certificate may also be made by facsimile transmission to 917-977-4587 or such other fax number identified by Issuer in a written notice to you. If a presentation is made by facsimile transmission, you shall (i) provide telephone notification thereof to the Issuer at 972-368-2790 or notification by email to the Issuer at [gs-loc-operations@ny.email.gs.com](mailto:gs-loc-operations@ny.email.gs.com) prior to initiating such facsimile and (ii) send the original of such Draw Certificate by overnight courier to our office, c/o Goldman Sachs Loan Operations, Attn: Letter of Credit Department Manager, 2001 Ross Avenue, 29<sup>th</sup> Floor, Dallas, TX 75201. If a Draw Certificate is presented by facsimile transmission, the Issuer may, in its sole discretion, act upon any such transmission without the need of obtaining such prior notification thereof or the original of such facsimile transmission.

The Stated Amount shall be available for drawing by the Beneficiary as set forth below.

This Letter of Credit shall expire at 5:00 P.M. local time in New York, New York, on the expiry date set forth above. Demands for payment under this Letter of Credit may be made by Beneficiary from time to time on or before the stated expiry date, or any extended expiry date, if applicable.

We hereby agree with you that demands for payment under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored if presented, in person, by courier or by facsimile to:

Goldman Sachs Mortgage Company  
c/o Goldman Sachs Loan Operations  
Attn: Letter of Credit Department Manager  
2001 Ross Avenue, 29<sup>th</sup> Floor  
Dallas, TX 75201  
Facsimile: 917-977-4587

(or at such other U.S. address as we may designate in an amendment)

with a courtesy copy to:

Goldman Sachs Mortgage Company  
Attn: Department Manager  
200 West Street  
New York, NY 10282

In each case where we have received the demand as described above prior to 11:00 A.M. New York, New York time, on a Business Day, we will make payment from our offices at Goldman Sachs Mortgage Company, 200 West Street, New York, NY 10282, by 5:00 P.M. New York, New York time within the following three (3) Business Days, assuming no discrepancies. In all other cases, the demand and other documents will be deemed to have been received at the opening of business on the Business Day following our receipt of such demand and other documents. As used herein, "**Business Day**" means any day on which interbank wire transfers can be made on the Fedwire System and which is not (i) a Saturday or a Sunday, or (ii) any day on which banks in New York, New York or Dallas, Texas are authorized or required to be closed for business. No draw may exceed the then applicable Stated Amount.

Communications other than demands may be made to us in writing and delivered in person, by courier, by email, or by facsimile transmission to us at Goldman Sachs Mortgage Company, c/o Goldman Sachs Loan Operations, Attn: Letter of Credit Department Manager, 2001 Ross Avenue, 29<sup>th</sup> Floor, Dallas, TX 75201, Email: [gs-loc-operations@ny.email.gs.com](mailto:gs-loc-operations@ny.email.gs.com), Facsimile 917-977-4587. Beneficiary requests for an amendment to this Letter of Credit, including an amendment to reflect a change in the Beneficiary's address, should be made to the Applicant, who may request the Issuer to issue the desired amendment.

Payment against this Letter of Credit may be made by wire transfer of immediately available funds to Beneficiary's account specified in Beneficiary's demand for payment.

Partial drawings are permitted under this Letter of Credit from time to time. Each drawing under this Letter of Credit shall automatically reduce the Stated Amount by the amount drawn.

This Letter of Credit is non-transferable and only the Beneficiary may make drawings under this Letter of Credit.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("**ISP98**"). As to matters not governed by ISP98, this Letter of Credit shall be governed by, and construed in accordance with, the law of the State of New York, including, without limitation, the Uniform Commercial Code as in effect from time to time in the State of New York.

Issuer disclaims any liability for delay, non-return of documents, non-payment, or other action or inaction compelled by a judicial order or government regulation applicable to the Issuer.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE FUNDING CORP.,  
its general partner

By: \_\_\_\_\_

Name:

Title:

  
**Ryan Durkin**  
**Authorized Signatory**

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No. 30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

Reduction (\$)

Date on Which the Scheduled Reduction  
Takes Effect

\$ 25,000,000.00

June 16, 2023

**EXHIBIT A**

**[Beneficiary Letterhead]**

**DRAWN UNDER GOLDMAN SACHS MORTGAGE COMPANY  
LETTER OF CREDIT NO. 30000024**

\_\_\_\_\_, 20\_\_

GOLDMAN SACHS MORTGAGE COMPANY  
c/o Goldman Sachs Loan Operations  
Attn: Letter of Credit Department Manager  
2001 Ross Avenue, 29<sup>th</sup> Floor  
Dallas, TX 75201

WITH A COURTESY COPY TO:

GOLDMAN SACHS MORTGAGE COMPANY  
Attn: Department Manager  
200 West Street  
New York, New York 10282

The undersigned, a duly authorized signatory of Goldman Sachs Bank USA (the “**Beneficiary**”), hereby certifies to Goldman Sachs Mortgage Company (the “**Issuing Lender**”), with reference to Irrevocable Letter of Credit No. 30000024 (the “**Letter of Credit**”) issued by the Issuing Lender in favor of the Beneficiary (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

1. The Beneficiary is making a drawing under the Letter of Credit in the amount of [*insert amount in words*] United States Dollars (USD[*insert amount in numerals*]) (the “**Drawing Amount**”).
2. The Drawing Amount does not exceed the current Stated Amount of the Letter of Credit.
3. You are hereby directed to make payment of the requested Drawing Amount to Beneficiary’s account at [*Name of Bank*] at \_\_\_\_\_, ABA No. \_\_\_\_\_, for further credit to Account No. \_\_\_\_\_ Re: \_\_\_\_\_ Attention: \_\_\_\_\_.
4. We hereby certify that (*please check one*):
  - (a) \_\_\_\_\_ “We hereby demand payment in the amount of USD[\_\_\_\_\_] because, in connection with our Letter of Credit No. \_\_\_\_\_, the beneficiary has drawn under such Letter of Credit and the applicant with regards thereto has not reimbursed us for the full amount of such draw within the time period provided for such reimbursement under the Primary LC Agreement. We are the holder of an outstanding reimbursement claim (the “**Claim**”) under the Primary LC Agreement, and we confirm that we will apply the Drawing Amount to the Claim.”
  - (b) \_\_\_\_\_ “We hereby demand payment in the amount of USD[\_\_\_\_\_] (which amount does not exceed the aggregate outstanding undrawn amounts under the letters of credit issued under the Primary LC Agreement) because there has been an Event of Default under the Primary LC Agreement.”

(c) \_\_\_\_\_ “We hereby demand payment in the amount of USD[\_\_\_\_\_] (which amount does not exceed the aggregate outstanding undrawn amounts under the letters of credit issued under the Primary LC Agreement) because there has been a determination by a Credit Derivatives Determination Committee (or any successor to any of its functions) of the International Swap and Derivatives Association, Inc. (or any successor thereto) that a “ISDA Credit Event” has occurred with respect to the Applicant.”

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the [ ] day of [\_\_\_\_\_], 20[\_\_\_\_\_].

GOLDMAN SACHS BANK USA

By: \_\_\_\_\_

Name:

Title:

Telephone:

Email:

**EXHIBIT B**

**Notice of Increase in Stated Amount**

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

\_\_\_\_\_, 20[\_\_\_\_]

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by [AMOUNT IN WORDS] AND [\_\_\_\_]/100 UNITED STATES DOLLARS (\$[AMOUNT IN NUMERALS]), to the new Stated Amount of [AMOUNT IN WORDS] AND [\_\_\_\_]/100 UNITED STATES DOLLARS (\$[AMOUNT IN NUMERALS]); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

Reduction (\$)

Date on Which the Scheduled Reduction  
Takes Effect

\$[\_\_\_\_\_]

[\_\_\_\_\_]

\$[\_\_\_\_\_]

[\_\_\_\_\_]

\$[\_\_\_\_\_]

[INSERT EXPIRY DATE]



**Notice of Increase in Stated Amount**

December 16, 2019

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Twenty Five Million AND 00/100 UNITED STATES DOLLARS (\$25,000,000), to the new Stated Amount of Fifty Million AND 00/100 UNITED STATES DOLLARS) (\$50,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: 

Name:

Title:

**Ryan Durkin**  
**Authorized Signatory**

[Attachment to Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No. 30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$25,000,000	December 16, 2022
\$25,000,000	June 16, 2023



**EXHIBIT B**

**Notice of Increase in Stated Amount**

December 17, 2019

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Fifty Million AND 00/100 UNITED STATES DOLLARS (\$50,000,000), to the new Stated Amount of One Hundred Million AND 00/100 UNITED STATES DOLLARS (\$100,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: \_\_\_\_\_

Name:

Title:

**Ryan Durkin**  
**Authorized Signatory**

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$25,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$30,000,000.00	June 16, 2023
\$5,000,000.00	December 18, 2023



**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 06, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Five Million AND 00/100 UNITED STATES DOLLARS (\$5,000,000), to the new Stated Amount of One Hundred Five Million AND 00/100 UNITED STATES DOLLARS (\$105,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

**GOLDMAN SACHS MORTGAGE COMPANY**

By: **GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,**  
its general partner

By: \_\_\_\_\_

Name: **Rebecca Kratz**  
Title: **Authorized Signatory**

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$25,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$30,000,000.00	June 16, 2023
\$10,000,000.00	December 18, 2023



**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 07, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Ten Million AND 00/100 UNITED STATES DOLLARS (\$10,000,000), to the new Stated Amount of One Hundred Fifteen Million AND 00/100 UNITED STATES DOLLARS (\$115,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: 

Name:

Title:

**Ryan Durkin**  
**Authorized Signatory**

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$25,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$30,000,000.00	June 16, 2023
\$20,000,000.00	December 18, 2023





**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 08, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Twenty Million AND 00/100 UNITED STATES DOLLARS (\$20,000,000), to the new Stated Amount of One Hundred Thirty-Five Million AND 00/100 UNITED STATES DOLLARS (\$135,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: 

Name:

Title:

**Ryan Durkin**  
**Authorized Signatory**

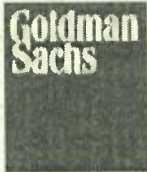
[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$25,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$40,000,000.00	June 16, 2023
\$30,000,000.00	December 18, 2023



**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 09, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Ten Million AND 00/100 UNITED STATES DOLLARS (\$10,000,000), to the new Stated Amount of One Hundred Forty-Five Million AND 00/100 UNITED STATES DOLLARS (\$145,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: 

Name:

Title:

**Ryan Durkin**  
**Authorized Signatory**

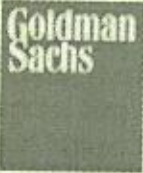
[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$25,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$50,000,000.00	June 16, 2023
\$30,000,000.00	December 18, 2023



**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 13, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Ten Million AND 00/100 UNITED STATES DOLLARS (\$10,000,000), to the new Stated Amount of One Hundred Fifty-Five Million AND 00/100 UNITED STATES DOLLARS (\$155,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: \_\_\_\_\_

Name:

Title:

  
**Rebecca Kratz**  
**Authorized Signatory**

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$35,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$50,000,000.00	June 16, 2023
\$30,000,000.00	December 18, 2023



**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 14, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Twenty-Five Million AND 00/100 UNITED STATES DOLLARS (\$25,000,000), to the new Stated Amount of One Hundred Eighty Million AND 00/100 UNITED STATES DOLLARS (\$180,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By:

Name:

Title:

  
**Ryan Durkin**  
**Authorized Signatory**

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$60,000,000.00	June 16, 2022
\$40,000,000.00	December 16, 2022
\$50,000,000.00	June 16, 2023
\$30,000,000.00	December 18, 2023





**EXHIBIT B**

**Notice of Increase in Stated Amount**

January 22, 2020

Goldman Sachs Bank USA  
Attn: Iva Vukina  
200 West Street  
New York, NY 10202  
Telephone (212) 357-9494

Dear Sir or Madam:

We, Goldman Sachs Mortgage Company, hereby notify you that, effective as of the date hereof, we have:

1. Increased the Stated Amount of our Standby Irrevocable Letter of Credit No. 30000024 issued by us to you by Twenty Million AND 00/100 UNITED STATES DOLLARS (\$20,000,000), to the new Stated Amount of Two Hundred Million AND 00/100 UNITED STATES DOLLARS (\$200,000,000); and
2. Replaced Schedule 1 attached to such Letter of Credit with Schedule 1 attached hereto.

In accordance with the terms of such Letter of Credit, your consent is not required for such increase or replacement to take effect.

Sincerely,

GOLDMAN SACHS MORTGAGE COMPANY

By: GOLDMAN SACHS REAL ESTATE  
FUNDING CORP.,  
its general partner

By: 

Name:

Title:

**Ryan Durkin**  
**Authorized Signatory**

[Attachment to form of Notice of Increase in Stated Amount]

Schedule 1  
to Letter of Credit

Scheduled Reductions under Goldman Sachs Mortgage Company  
Letter of Credit No.30000024

At 5:00 p.m. (New York City time) on each date indicated below, the Maximum Amount shall be reduced by the applicable amount indicated below.

<u>Reduction (\$)</u>	<u>Date on Which the Scheduled Reduction Takes Effect</u>
\$60,000,000.00	June 16, 2022
\$60,000,000.00	December 16, 2022
\$50,000,000.00	June 16, 2023
\$30,000,000.00	December 18, 2023