**EXHIBIT [\_\_]**

**[DRAFTING NOTE: FORM 6277 IS REQUIRED IF RESULTS OF INITIAL RADON TESTING HAVE BEEN RECEIVED PRIOR TO THE EFFECTIVE DATE AND INDICATE EITHER ADDITIONAL RADON TESTING OR RADON REMEDIATION IS REQUIRED.]**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Radon Testing and Remediation)**

The foregoing Loan Agreement is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement.
2. The Definitions Schedule is hereby amended by adding the following new definitions in the appropriate alphabetical order:

“**Additional Radon Deposit**” means any amount required by Lender to be deposited into the Repairs Escrow Account to cover the costs of any required Additional Radon Testing or any Radon Remediation in accordance with this Loan Agreement.

“**Additional Radon Testing**” means a further round of testing for the presence of radon after Initial Radon Testing has occurred. Additional Radon Testing must be managed by an Environmental Professional.

“**Environmental Professional**” means a qualified environmental professional approved by Lender.

“**Initial Radon Testing**” means an initial round of testing for the presence of radon. Initial Radon Testing must be managed by an Environmental Professional.

“**Initial Radon Work Deposit**” has the meaning set forth on the Summary of Loan Terms.

“**Radon Remediation**” means the implementation of a radiation mitigation system and remediation that is necessary for the radon concentrations on the Mortgaged Property to be below 4.0 pCi/L. Radon Remediation must be managed by a qualified radon mitigation professional.

“**Radon Remediation Contract**” means asigned, binding, fixed price contract for Radon Remediation with a qualified radon mitigation professional provider approved by Lender.

“**Radon Work**” means, individually and collectively, the Additional Radon Testing and Radon Remediation, as applicable. Any Radon Work shall be deemed a Required Repair as defined in the Loan Agreement, notwithstanding whether such Radon Work is listed on the Required Repair Schedule.

“**Radon Work Item**” means any portion of the Radon Work.

“**Radon Work Notice**” means a written notice that Additional Radon Testing or Radon Remediation, or both, is required, as applicable.

3. The following article is hereby added to the Loan Agreement as Article [\_\_\_] (Radon Testing and Remediation):

**ARTICLE** **[\_\_\_] –** RADON TESTING AND REMEDIATION

## **Section [\_\_].01** Covenants.

### (a) Initial Deposit to Repairs Escrow Account.

On the Effective Date, Borrower shall pay to Lender the Initial Radon Work Deposit for deposit into the Repairs Escrow Account, which deposit shall be in an amount equal to the total estimated cost for potential Additional Radon Testing and potential Radon Remediation as determined by Lender.

### (b) Agreement to Conduct Additional Radon Testing and Complete Required Remediation.

### If an Environmental Professional determines that Additional Radon Testing or Radon Remediation is necessary, Lender shall provide Borrower with a Radon Work Notice specifying that Additional Radon Testing or Radon Remediation, as applicable, is required. Borrower hereby covenants and agrees to complete such (1) Additional Radon Testing in accordance with the recommendations set forth by the Environmental Professional, and/or (2) Radon Remediation in accordance with the recommendations set forth by a qualified radon mitigation professional, and in each case as required by Lender, at Borrower’s sole cost and expense.

### (c) Additional Radon Testing.

### (1) Upon receipt of a Radon Work Notice that Additional Radon Testing is required, Borrower shall promptly make an Additional Radon Deposit to be held in the Repairs Escrow Account, which Additional Radon Deposit shall be in an amount specified by Lender to cover the costs of any required Additional Radon Testing.

### (2) Additional Radon Testing must be commenced promptly after either (A) the Effective Date, if Additional Radon Testing is required as of the Effective Date, or (B) Lender’s delivery of a Radon Work Notice to Borrower indicating the need for such Additional Radon Testing. Such Additional Radon Testing shall be completed in accordance with the scope and recommendations determined by the Environmental Professional at Borrower’s sole cost and expense.

### (3) In the event an Environmental Professional determines that the results of the Additional Radon Testing indicate a need for Radon Remediation, Lender shall provide a Radon Work Notice to Borrower that Radon Remediation is required, and Borrower agrees to perform such Radon Remediation pursuant to Section [\_\_].01(d).

### (d) Radon Remediation.

### (1) No later than ninety (90) days after (A) the Effective Date, if Radon Remediation is required as of the Effective Date, or (B) Lender’s delivery of a Radon Work Notice to Borrower indicating the need for Radon Remediation, Borrower must provide Lender with a Radon Remediation Contract. In all cases, any Radon Remediation must be completed no later than the last day of the first Loan Year.

### (2) Upon receipt of a Radon Work Notice that Radon Remediation is required, Borrower shall promptly make an Additional Radon Deposit to be held in the Repairs Escrow Account, which Additional Radon Deposit shall be in an amount equal to one hundred percent (100%) of the Radon Remediation Contract price.

### (3) Radon Remediation must be commenced promptly following execution of the Radon Remediation Contract, but in any event, completed no later than the end of the first Loan Year. Such Radon Remediation shall be completed in accordance with terms of the Radon Remediation Contract.

### (e) Payment for Radon Work.

Borrower shall:

(1) pay all invoices for the Radon Work, regardless of whether funds on deposit in the Repairs Escrow Account are sufficient, prior to any request for disbursement from the Repairs Escrow Account (unless Lender has agreed to issue joint checks in connection with a particular Radon Work Item);

(2) pay all applicable fees and charges of any Governmental Authority on account of the Radon Work; and

(3) provide evidence satisfactory to Lender of completion of the Radon Work within the timeframes set forth in this Section [\_\_].01.

### (f) Assignment of Contracts for Radon Work.

Borrower shall collaterally assign to Lender as additional security any Radon Remediation Contract, upon Lender’s written request, on a form of assignment approved by Lender.

### (g) Indemnification.

If Lender elects to exercise its rights under Section 14.03 due to Borrower’s failure to timely commence or complete any Radon Work, Borrower shall indemnify and hold Lender harmless from and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations and costs or expenses, including litigation costs and reasonable attorneys’ fees, arising from or in any way connected with the performance by Lender of the Radon Work or the investment of the funds in the Repairs Escrow Account; provided that Borrower shall have no indemnity obligation if such actions, suits, claims, demands, liabilities, losses, damages, obligations and costs or expenses, including litigation costs and reasonable attorneys’ fees, arise as a result of the willful misconduct or gross negligence of Lender, Lender’s agents, employees or representatives as determined by a court of competent jurisdiction pursuant to a final non-appealable court order.

**(h) Final Disbursement.**

Following completion of the Radon Work in accordance with this Section [\_\_].01, if there are funds remaining in the Repairs Escrow Account from either (1) the Additional Radon Testing Deposit following the Additional Radon Testing and an Environmental Professional has determined that no Radon Remediation is required, or (2) the Radon Remediation Deposit after the Radon Remediation has been completed in accordance with Section [\_\_].01(d), and provided no Event of Default has occurred and is continuing and no event or condition exists which, with the giving of written notice or the passage of time, or both, would constitute an Event of Default, such funds remaining in the Repairs Escrow Account from the Additional Radon Testing Deposit or the Radon Remediation Deposit, as applicable, will be refunded by Lender to Borrower.

**[Remainder of Page Intentionally Blank]**