**Modifications to Multifamily Loan and Security Agreement**

**ADDENDA TO SCHEDULE 2 – SUMMARY OF LOAN TERMS**

**(New York Gap Note Modifications)**

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

1. The following is hereby added to Section III (“Mortgage Loan Information”) of the Summary of Loan Terms at the end of the cell entitled “Monthly Debt Service Payment:”

|  |  |
| --- | --- |
| **Monthly GAP Debt Service Payment** | **PROVISIONS FOR THE GAP NOTE:**  [**Complete only the applicable option and delete the others.**]  *For Amortizing (Actual/360 (30/360 not available)) (However, Actual/360 not used for calculating the monthly principal and interest after the HYARM Conversion Date even though the original Loan Documents specify that interest accrues at Actual/360)*:  Prior to and including the HYARM Conversion Date (Actual/360 (30/360 not available)):  (i) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the First Payment Date and each Payment Date thereafter through and including the HYARM Conversion Date; and  After the HYARM Conversion Date (Actual/360 (30/360 not available)):  (ii) for the First Payment Change Date and each Payment Date thereafter until the Gap Note is fully paid, such amount as shall cause the unpaid principal balance of the Gap Note to be amortized in equal monthly installments over the Remaining Amortization Period at the Adjustable Rate (for clause (ii), the 30/360 Interest Accrual Method must be used even though Actual/360 is the Interest Accrual Method) |
|  | *For Partial Interest Only (Actual/360 (30/360 not available)) (However, Actual/360 not used for calculating the monthly principal and interest after the HYARM Conversion Date even though the original Loan Documents specify that interest accrues at Actual/360)*:  Prior to and including the HYARM Conversion Date (Actual/360 (30/360 not available)):  (i) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the First Payment Date;  (ii) for each Payment Date thereafter through and including the Last Interest Only Payment Date:  (a) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if the prior month was a 28-day month;  (b) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if the prior month was a 29-day month;  (c) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_if the prior month was a 30-day month; and  (d) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if the prior month was a 31-day month; and  (iii) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the First Principal and Interest Payment Date and each Payment Date thereafter through and including the HYARM Conversion Date  After the HYARM Conversion Date (Actual/360 (30/360 not available)):  For the First Payment Change Date and each Payment Date thereafter until the Gap Note is fully paid, such amount as shall cause the unpaid principal balance of the Gap Note to be amortized in equal monthly installments over the Remaining Amortization Period at the Adjustable Rate (the 30/360 Interest Accrual Method must be used even though Actual/360 is the Interest Accrual Method) |

1. The following new section is hereby added to the Summary of Loan Terms:

|  |  |  |
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| **[\_\_]. GAP NOTE** | | |
| **GAP Note** | That certain GAP Multifamily Note dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ made by Borrower in favor of Lender, and all schedules, riders, allonges and addenda attached thereto, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time. The Note amends, restates, consolidates and supersedes the Gap Note |

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