# EXHIBIT [\_\_\_]

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Supplemental Lien – Senior Loan Terms)**

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:

“**Senior Loan Documents**” has the meaning set forth in the Security Instrument.

1. The definitions of “Collateral Account Funds” and “Collateral Accounts” in the Definitions Schedule are hereby deleted and restated in their entirety to read as follows:

“**Collateral Account Funds**” means, collectively, the funds on deposit in any or all of the Collateral Accounts, including the Reserve/Escrow Account Funds and the “Reserve/Escrow Account Funds,” the “Collateral Account Funds” and/or any funds on deposit in the “Replacement Reserve,” as such terms may be defined in the Senior Loan Documents, and any similar funds on deposit in a Collateral Account.

“**Collateral Accounts**” means any account designated by Lender as such pursuant to a Collateral Agreement, including the Reserve/Escrow Account and the “Reserve/Escrow Account,” the “Collateral Account” and/or the “Replacement Reserve,” as such terms may be defined in the Senior Loan Documents, and any similar account as may be described in the Senior Loan Documents.

1. Section 12.02 (Impositions – Covenants) of the Loan Agreement is hereby amended by adding the following provision at the end thereof:

[(\_\_)] Notwithstanding the foregoing, Lender hereby waives collection of funds for Imposition Deposits to be collected under this Loan Agreement so long as such amounts are collected pursuant to the Senior Loan Documents. In the event that Imposition Deposits are no longer collected from Borrower pursuant tothe Senior Loan Documents, Lender shall collect such amounts pursuant to Section 12.02(a) (Deposits, Taxes, and Other Charges) of this Loan Agreement.

1. Section 13.01(a) (Initial Deposits to Replacement Reserve Account, Repairs Escrow Account, and Restoration Reserve Account) of the Loan Agreement is hereby amended by adding the following provision to the end thereof:

Notwithstanding the foregoing, Lender hereby waives collection of funds for the Initial Replacement Reserve Deposit so long as the Initial Replacement Reserve Deposit is collected pursuant to the Senior Loan Documents.

1. Section 13.01(b) (Monthly Replacement Reserve Deposits) of the Loan Agreement is hereby amended by adding the following provision to the end thereof:

Notwithstanding the foregoing, Lender hereby waives collection of funds for the Monthly Replacement Reserve Deposit so long as the Monthly Replacement Reserve Deposit is collected pursuant to the Senior Loan Documents. In the event that Monthly Replacement Reserve Deposits are no longer collected from Borrower pursuant tothe Senior Loan Documents, Lender shall collect such amounts pursuant to Section 13.01(b) (Monthly Replacement Reserve Deposits) of this Loan Agreement.

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