**EXHIBIT [\_\_\_]**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

**[DRAFTING NOTE: THIS FORM MAY ONLY BE USED FOR TIER 3 AND 4 MORTGAGE LOANS THAT QUALIFY FOR THE TIER 3/4 TRANSFERS DELEGATION PURSUANT TO THE CURRENT LENDER LETTER REGARDING LOAN DOCUMENT MODIFICATIONS. IT MAY BE MODIFIED BY LENDER’S COUNSEL WITHOUT FANNIE MAE’S APPROVAL TO ACCOMMODATE THE APPLICABLE ORGANIZATIONAL STRUCTURE AND TRANSACTION DETAILS, SUBJECT TO THE TIER 3/4 TRANSFERS DELEGATION REQUIREMENTS AND LIMITATIONS SET FORTH IN THE LENDER LETTER REGARDING LOAN DOCUMENT MODIFICATIONS.]**

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:

**[**“**Acceptable Replacement Investment Fund Manager**” means a nationally-recognized manager of investment funds investing in debt or equity interests relating to commercial real estate that is (a) acceptable to Lender in its reasonable discretion, or (b) a Qualified Transferee.**]**

**[**“**Acceptable Replacement Pension Fund Advisor**” means a nationally-recognized pension fund advisory firm that is (a) acceptable to Lender in its reasonable discretion or (b) an “investment manager” within the meaning of Section 3(38) of ERISA with total assets (in name or under management) in excess of [$600,000,000] [**LENDER TO ADJUST BASED ON MORTGAGE LOAN AMOUNT AND ORIGINAL PENSION FUND ADVISOR**].**]**

**[**“**Cash Equivalents**” mean Eligible Collateral having maturities of not more than twelve (12) months from the date of acquisition of such Eligible Collateral.**]**

**[**“**Eligibility Requirements**” means any Person that:

(a) has total assets (in name or under management) in excess of **[$1,000,000,000]** **[DRAFTING NOTE: LENDER MAY ADJUST BASED ON MORTGAGE LOAN AMOUNT AND THE RELEVANT TRANSFEROR]** and (except with respect to a pension advisory firm or similar fiduciary) capital/statutory surplus or shareholder’s equity of **[$250,000,000] [DRAFTING NOTE: LENDER MAY ADJUST BASED ON MORTGAGE LOAN AMOUNT AND THE RELEVANT TRANSFEROR]**;

(b) is regularly engaged in the business of making commercial or multifamily real estate loans or owning or operating commercial or multifamily properties; and

(c) the senior management of which has at least ten (10) years’ experience in the business of making commercial or multifamily real estate loans or owning or operating commercial or multifamily properties.**]**

**[**“**Eligible Collateral**” means one or more of the following:

(a) cash, which shall be invested into a Permitted Investment;

(b) U.S. Treasury securities; and

(c) Fannie Mae, Freddie Mac and Ginnie Mae agency mortgage-backed securities (single family or multifamily); as such list of securities may be modified by Lender from time to time.**]**

**[**“**Liquidity**” means, at any time, the amount of cash and Cash Equivalents owned by a Person.**]**

**[**“**Net Worth**” means, as of any specified date, for any Person, the excess of the Person’s assets over the Person’s liabilities, determined in accordance with generally accepted accounting principles on a consolidated basis, provided that all real property shall be valued on an undepreciated basis.**]**

**[**“**Permitted Investments**” means one or more of the following:

(a)Fannie Mae approved government money market funds; and

(b)any other investment approved in writing by Lender.**]**

**[**“**Qualified Transferee**” means:

(a) a real estate investment trust, bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund or pension advisory firm, mutual fund, government entity or plan, that satisfies the Eligibility Requirements;

(b) an investment company, money management firm or “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act, or an “accredited investor” within the meaning of Regulation D under the Securities Act, that satisfies the Eligibility Requirements;

(c) an institution substantially similar to any of the entities described in clauses (a) or (b) that satisfies the Eligibility Requirements; or

(d) any entity Controlled by any of the entities described in clause (a) or (b) above.**]**

**[**“**Securities Act**” means the Securities Act of 1933, as amended from time to time.**]**

**[**“**Underwritten Party**” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**]**

1. The Definitions Schedule is hereby amended by modifying the following definitions:
	1. The definition of “**Transfer Fee**” is hereby modified by adding the following to the end thereof:

provided, however, for the purposes of Section 11.03[(h)], if the Transfer Fee is otherwise specified, it shall be such amount.

1. Section 11.03 (Mortgage Loan Administration Matters Regarding Liens, Transfers, and Assumptions) is hereby amended by adding the following paragraph [(h)] to the end thereof:

**[(h)] Additional Permitted Transfers.**

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control – Replacement or Divestment of Key Principal.**

Notwithstanding the restrictions contained in Section 11.02(b)(2)(B) and Section 11.03(g)(1), a replacement of Key Principal shall be permitted, provided the following conditions are satisfied:

(A) Notice and Approval. Borrower provides Lender not less than thirty (30) days prior written notice of the proposed Transfer and obtain Lender’s approval;

(B) Organizational Documents. Borrower provides with its notice to Lender an organizational chart in compliance with the then current Organizational Chart Requirements reflecting, and all organizational documents relevant to, the proposed Transfer;

(C) Borrower Certification. Borrower provides with its notice to Lender a certification that:

(i) no Event of Default shall occur as a result of such Transfer; and

(ii) no Event of Default has occurred and is continuing;

(D) No Event of Default. No Event of Default shall have occurred and be continuing:

(i) at the time Lender is notified of the Transfer; and

(ii) at the time of such Transfer;

(E) Transferee Status. The new Key Principal, as of the date of the Transfer:

**[DRAFTING NOTE: LENDER TO SELECT ONE OR MORE OF THE FOLLOWING STANDARDS FOR FINANCIAL CONDITION/CAPACITY PROVIDED IN THE LENDER LETTER:**

[(i)] [is a Qualified Transferee]

[(ii)] [has a Net Worth of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Liquidity of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_]

[(iii)] [has a Net Worth and Liquidity of not less than the transferor has as of [the Effective Date][the date of the Transfer]];**]** and

**[DRAFTING NOTE: LENDER SHALL SELECT ONE OR MORE OF THE FOLLOWING STANDARDS FOR COMMERCIAL REAL ESTATE EXPERIENCE PROVIDED IN THE LENDER LETTER**:

[(iv)] [has (a) not less than the years of experience of the original Key Principal owning, operating or investing in commercial real estate or multifamily projects similar to the Mortgaged Property, and (b) multifamily units under management not less than the number of multifamily units than the original Key Principal has under management as of the date of the Transfer]

[(v)] [has (a) at least [\_\_\_\_\_\_\_\_\_\_ (\_\_)] years of experience owning, operating or investing in commercial real estate or multifamily projects similar to the Mortgaged Property, and (b) have at least [\_\_\_\_\_\_\_\_\_\_ (\_\_)]multifamily units under management]

[(vi)] [has at least [\_\_\_\_\_\_\_\_\_\_ (\_\_)] multifamily units under management];**]**

(F) Prohibited and Blocked Persons; New Principals.

(i) None of the proposed new Key Principal nor any Person who holds or owns a Controlling Interest in new Key Principal is a Prohibited Person;

(ii) The proposed new Key Principal is not a Blocked Person and the proposed Transfer does not result in a violation of Section 11.02(b)(2)(D); and

(iii) In the event any Transfer results in any Person becoming a Principal that was not a Principal prior to such Transfer, (1) such new Principal is not a Prohibited Person; and (2) such new Principal and, to Borrower’s knowledge, any Person Controlling such Principal, or any Person Controlled by such Principal that also has a direct or indirect ownership interest in Borrower, Key Principal, or Principal is not a Blocked Person.

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, the Review Fee plus a Transfer Fee of $\_\_\_\_\_\_\_\_\_ [**DRAFTING NOTE: SEE LENDER LETTER FOR LIMITATIONS**]; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

(H) Further Assurances. Borrower executes upon demand such documents or certifications as Lender reasonably requires in order to confirm the post-transfer ownership structure, compliance with the stated conditions, and any other relevant factual matter (including any modifications necessary or desirable to identify the new Key Principal in the Loan Documents and update the organizational charts attached to the Loan Agreement).

**[DRAFTING NOTE: ATTACH APPROPRIATE SCHEDULE AS APPLICABLE:**

* **SCHEDULES 1 AND 2 MAY BE USED FOR PENSION FUND TRANSFERS, AS APPLICABLE.**
* **SCHEDULE 3 MAY BE USED FOR TRANSFERS TO CERTAIN AFFILIATES.**
* **SCHEDULE 4 MAY BE USED FOR TRANSFERS TO A TRANSFEREE THAT WAS NOT APPROVED IN UNDERWRITING.**
* **SCHEDULE 5 MAY BE USED FOR TRANSFERS TO A TRANSFEREE THAT WAS APPROVED IN UNDERWRITING.**
* **SCHEDULES 6 AND 7 MAY BE USED FOR TRANSFERS INVOLVING INVESTMENT FUNDS, OR INTERESTS OF INVESTORS THEREIN.]**

**SCHEDULE 1**

**(Existing Pension Fund Investor as New Key Principal)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Existing Pension Fund Investor as New Key Principal).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal by **[DRAFTING NOTE: INSERT EXISTING PENSION FUND INVESTOR]** as the new Key Principal shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(A) (Notice) is hereby amended by deleting it in its entirety and replacing it with the following:

(A) Notice and Approval. Borrower provides Lender not less than thirty (30) days prior written notice of the proposed Transfer and obtain Lender’s approval, which approval shall not be unreasonably withheld provided all other conditions to the Transfer are satisfied;

1. Section 11.03[(h)](1)(E) (Transferee Status) is hereby deleted in its entirety.
2. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, (a) the Review Fee plus a Transfer Fee of $25,000 for the first occurrence, or (b) the Review Fee plus the Transfer Fee for each subsequent occurrence; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

**SCHEDULE 2**

**(Replacement Pension Fund Advisor as New Key Principal)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Replacement Pension Fund Advisor as New Key Principal).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(A) (Notice) is hereby amended by deleting it in its entirety and replacing it with the following:

(A) Notice and Approval. Borrower provides Lender not less than thirty (30) days prior written notice of the proposed Transfer and obtain Lender’s approval, which approval shall not be unreasonably withheld provided all other conditions to the Transfer are satisfied;

1. Section 11.03[(h)](1)(E) (Transferee Status) is hereby amended by deleting it in its entirety and replacing it with the following:

(E) Transferee Status. The new Key Principal is, as of the date of the Transfer, an Acceptable Replacement Pension Fund Advisor;

1. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, (a) the Review Fee plus a Transfer Fee of $25,000 for the first occurrence, or (b) the Review Fee plus the Transfer Fee for each subsequent occurrence; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

**SCHEDULE 3**

**(Key Principal Affiliate as New Key Principal)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Key Principal Affiliate as New Key Principal).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal by an affiliate of Key Principal shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(A) (Notice) is hereby amended by deleting it in its entirety and replacing it with the following:

(A) Notice and Approval. Borrower provides Lender not less than thirty (30) days prior written notice of the proposed Transfer and obtain Lender’s approval, which approval shall not be unreasonably withheld provided all other conditions to the Transfer are satisfied;

1. Section 11.03[(h)](1)(E) (Transferee Status) is hereby amended by deleting it in its entirety and replacing it with the following:

(E) Transferee Status. The new Key Principal, as of the date of the Transfer:

(1) is Controlled by, Controlling or under common Control with Key Principal; and

(2) has a Net Worth and Liquidity not less than that of Key Principal.

1. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, (a) the Review Fee plus a Transfer Fee of $0 for the first occurrence, or (b) the Review Fee plus a Transfer Fee of $25,000 for each subsequent occurrence; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

**SCHEDULE 4**

**(Buy-Sell – New Key Principal Not Previously Underwritten)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Buy-Sell – New Key Principal Not Previously Underwritten).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal by **[DRAFTING NOTE: INSERT NAME OF BUY-SELL PARTY]** pursuant to Section \_\_\_ **[DRAFTING NOTE: INSERT SECTION OF ORGANIZATIONAL DOCUMENT WITH THE APPLICABLE BUY-SELL PROVISIONS]** of **[DRAFTING NOTE: INSERT NAME AND DATE OF APPLICABLE ORGANIZATIONAL DOCUMENTS]** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, (a) the Review Fee plus a Transfer Fee of $50,000 for the first occurrence, or (b) the Review Fee plus a Transfer Fee for each subsequent occurrence; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

**SCHEDULE 5**

**(Transferee Underwritten as New Key Principal)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Transferee Underwritten as New Key Principal).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal by the Underwritten Party shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(A) (Notice) is hereby amended by deleting it in its entirety and replacing it with the following:

(A) Notice and Approval. Borrower provides Lender not less than thirty (30) days prior written notice of the proposed Transfer and obtain Lender’s approval, which approval shall not be unreasonably withheld provided all other conditions to the Transfer are satisfied;

1. Section 11.03[(h)](1)(E) (Transferee Status) is hereby deleted in its entirety.
2. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender concurrently with its notice to Lender, the Review Fee plus a Transfer Fee of $0 and, upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

**SCHEDULE 6**

**(Replacement Investment Fund Manager as New Key Principal)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

**[DRAFTING NOTE: USE FOR REPLACEMENT OF INVESTMENT FUND MANAGER]**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Replacement Investment Fund Manager as New Key Principal).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(E) (Transferee Status) is hereby amended by deleting it in its entirety and replacing it with the following:

(E) Transferee Status. The new Key Principal is, as of the date of the Transfer, an Acceptable Replacement Investment Fund Manager;

1. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, (a) the Review Fee plus a Transfer Fee of $50,000 for the first occurrence, or (b) the Review Fee plus the Transfer Fee for each subsequent occurrence; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

**SCHEDULE 7**

**(Replacement Investment Fund (Same Fund Manager) as New Key Principal)**

**TO**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Transfers of Ownership Interests; Change of Control – Replacement or Divestment of Key Principal)**

**[DRAFTING NOTE: USE FOR REPLACEMENT OF INVESTMENT FUND KEY PRINCIPAL]**

1. Section 11.03[(h)] (Additional Permitted Transfers) is hereby amended by deleting the heading and first paragraph of subsection (1) in their entirety and replacing them with the following:

**(1) Prohibited Transfers of Ownership Interests Resulting in a Change of Control (Replacement Investment Fund as New Key Principal).**

Notwithstanding the restriction contained in Section 11.02(b)(2)(B), a replacement of Key Principal by an investment fund managed by the same fund manager managing the original Key Principal shall be permitted, provided the following conditions are satisfied:

1. Section 11.03[(h)](1)(E) (Transferee Status) is hereby deleted in its entirety.
2. Section 11.03[(h)](1)(G) (Fees) is hereby amended by deleting it in its entirety and replacing it with the following:

(G) Fees. Borrower pays to Lender:

(i) concurrently with its notice to Lender, (a) the Review Fee plus a Transfer Fee of $50,000 for the first occurrence, or (b) the Review Fee plus the Transfer Fee for each subsequent occurrence; and

(ii) upon demand, any out-of-pocket costs and expenses, including attorneys’ fees and expenses, incurred by Lender in connection with its review of the Transfer request; and

1. A new Section 11.03[(h)](1)(I) (Investor Status) is hereby added as follows:

(I) Investor Status. An investor in the replacement investment fund is not a Prohibited Person if the investor:

(i) owns twenty-five percent (25%) or more of the interests in the replacement investment fund;

(ii) has a right to replace the investment fund manager (other than for fraud or misconduct generally); or

(iii) has “major decision” or other discretionary rights regarding the investment fund manager’s investment decisions or management of the investment fund;

1. A new Section 11.03[(h)](1)(J) (Investment Fund Manager Status) is hereby added as follows:

(J) Investment Fund Manager Status. The investment fund manager of the new Key Principal and the investment fund manager of the original Key Principal are the same.