**EXHIBIT [\_\_\_]**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Phased Properties – First and Last Right)**

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:

“**First Right**” has the meaning set forth in Article [\_\_].01 (First Right).

“**Future Borrower**” means Borrower Affiliate or a Person Controlled by Key Principal.

“**Future Mortgage Loan**” means a mortgage loan that may be made by Loan Servicer or its affiliate to Future Borrower.

“**Future Mortgaged Property**” means the property owned or to be owned by Future Borrower, which is \_\_\_\_\_\_\_\_\_**[NOTE TO DRAFTER: DESCRIBE FUTURE MORTGAGED PROPERTY (E.G., ADJACENT TO THE MORTGAGED PROPERTY, A FUTURE PHASE OF THE MORTGAGED PROPERTY, NEAR THE MORTGAGED PROPERTY, ETC.]**.

“**Last Right**” has the meaning set forth in Article [\_\_].02 (Last Right).

1. The following article is hereby added to the Loan Agreement as Article [\_\_\_] (First and Last Right):

**ARTICLE [\_\_\_] – FIRST AND LAST RIGHT**

**Section [\_\_].01 First Right.**

* 1. Future Borrower owns or anticipates owning the Future Mortgaged Property.
  2. In the event Future Borrower desires to obtain a mortgage loan with respect to the Future Mortgaged Property, Borrower shall cause Future Borrower to first apply for such financing with the then current Loan Servicer or its affiliate under Fannie Mae’s multifamily product line (the “**First Right**”).
  3. Borrower shall cause Future Borrower to not apply for or obtain a mortgage loan with respect to the Future Mortgaged Property until the earlier of (1) the date the then current Loan Servicer or its affiliate responds to Future Borrower’s application for financing of the Future Mortgaged Property or (2) ten (10) Business Days after the date Future Borrower submits a financing application to Loan Servicer or its affiliate.

**Section [\_\_].02 Last Right.**

In the event Future Borrower and Loan Servicer or its affiliate do not agree to financing terms in connection with the First Right, then:

* 1. Borrower shall cause Future Borrower to provide Loan Servicer or its affiliate ten (10) Business Days prior written notice before Future Borrower agrees to financing terms from another lender with respect to the Future Mortgaged Property; and
  2. Upon receipt of such prior written notice, Loan Servicer or its affiliate may match such other lender’s financing offer under Fannie Mae’s multifamily product line (the “**Last Right**”).

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Borrower Initials