**EXHIBIT [\_\_\_]**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Agreement Restricting Rent, Income, or Both)**

**[DRAFTING NOTE: THIS FORM IS FOR USE WHEN THE MORTGAGED PROPERTY IS ENCUMBERED BY AN AGENCY REGULATORY AGREEMENT OR RECORDED USE RESTRICTION UNDER WHICH ALL OR A PORTION OF THE RESIDENTIAL UNITS ARE RESTRICTED FOR OCCUPANCY BY TENANTS WITH LIMITED INCOMES AND/OR WHICH RESTRICTS THE RENTS THAT CAN BE CHARGED FOR THOSE UNITS. DO NOT USE THIS FORM WITH SPONSOR-INITIATED AFFORDABILITY RESTRICTIONS OR SPONSOR-DEDICATED WORKFORCE HOUSING; USE FORM 6271 OR 6271.SDW, AS APPLICABLE, INSTEAD.]**

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:

“**Agency**” means, with respect to a Rent Restriction Agreement, the applicable governmental unit, agency, authority or other public body identified as “Agency” on the Summary of Loan Terms.

“**Rent Restriction Agreement**” means, individually and collectively, the “Regulatory Agreement(s)” or “Recorded Use Restriction(s)” between Borrower and the Agency (or otherwise enforceable by the Agency) and identified on the Summary of Loan Terms that restrict(s) all or a portion of the residential units at the Mortgaged Property for occupancy by tenants with limited incomes and/or which restrict(s) the rents that can be charged for such units.

1. Section 3.02(a) (Personal Liability Based on Lender’s Loss) of the Loan Agreement is hereby amended by adding the following subsection to the end thereof:

([\_\_]) any failure of Borrower to comply with Section [\_\_].02(b) (Covenants Regarding Rent Restriction Agreement) that constitutes an Event of Default under Section 14.01(b)([\_\_]) (Events of Default Subject to a Specified Cure Period) of this Loan Agreement.

4. Section 14.01(b) (Events of Default Subject to a Specified Cure Period) of the Loan Agreement is hereby amended by adding the following provision to the end thereof:

([\_\_]) any failure by Borrower to comply with Section [\_\_].02(b) (Covenants Regarding Rent Restriction Agreement) of this Loan Agreement, which failure continues beyond the expiration of any applicable cure period specified under the Rent Restriction Agreement.

5. The following article is hereby added to the Loan Agreement as Article [\_\_\_] (Items Related to the Rent Restriction Agreement):

**ARTICLE [\_\_\_]** **– ITEMS RELATED TO THE RENT RESTRICTION AGREEMENT**

**Section [\_\_].01 Representations Regarding Rent Restriction Agreement.**

Borrower represents and warrants that:

(a) the Rent Restriction Agreement is the only agreement, contract, or arrangement (recorded or unrecorded) affecting the Mortgaged Property or Borrower that (a) restricts all or a portion of the residential units for occupancy by tenants with limited income, and/or (b) restricts rents that can be charged for those units, including restrictions developed in accordance with the affordability requirements of any state or local zoning regulation, real estate tax abatement program, loan program, or similar state or local program. True, correct, and complete copies of each Rent Restriction Agreement, including all amendments thereto, are attached to the Summary of Loan Terms; and

(b) Borrower is in compliance with all requirements of the Rent Restriction Agreement.

**Section [\_\_].02 Covenants Regarding Rent Restriction Agreement.**

Borrower covenants and agrees that:

(a) within three (3) Business Days after Borrower’s receipt, Borrower shall provide Lender with a copy of any default notice, warning letter, or similar communication with respect to the Rent Restriction Agreement and shall identify the manner in which Borrower or the Mortgaged Property is alleged to be non-compliant;

(b) Borrower shall comply with all requirements of the Rent Restriction Agreement;

(c) in the event that any Rent Restriction Agreement requires Borrower to provide evidence of compliance to the Agency (or its designee), Borrower shall provide Lender with copies of all such reports, certifications, and documents within five (5) Business Days after submitting the same to the applicable Agency (or its designee); and

(d) the Rent Restriction Agreement may not be amended, modified, or terminated without the prior written consent of Lender.

**[Remainder of Page Intentionally Blank]**