**[DRAFTING NOTE: IF THERE HAS BEEN SURFACE ACTIVITY THAT IS NOT PERMITTED TO CONTINUE, ALL EQUIPMENT MUST BE REMOVED IN ACCORDANCE WITH THE GUIDE]**

**EXHIBIT [\_\_]**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Oil, Gas, and Mineral Rights)**

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. Section 6.01(b) (Property Characteristics) is hereby amended by adding the following provision to the end thereof:

**[DRAFTING NOTE: INSERT IF THERE IS NO EVIDENCE OF ACTIVITY OR PLANNED ACTIVITY AS OF THE EFFECTIVE DATE:**

[(\_\_)] No surface or subsurface activity relating to the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property is on-going and, to Borrower’s knowledge, none is planned by any Person. **[DRAFTNG NOTE: FOR A REFINANCE MORTGAGE LOAN (OR, IF ALREADY COMPLETE, FOR AN ACQUISITION LOAN), ALSO INSERT THE FOLLOWING**: All mineral, oil, and/or gas equipment has been removed, capped, and closed in accordance with regulatory requirements before the Effective Date, and Borrower has provided Lender with a permit or closure letter from the governing authority evidencing the same.**]]**

**[DRAFTING NOTE: INSERT IF THERE IS EVIDENCE OF SUBSURFACE ACTIVITY OR PLANNED ACTIVITY AS OF THE EFFECTIVE DATE THAT HAS BEEN APPROVED BY LENDER IN ACCORDANCE WITH THE GUIDE:**

[(\_\_)] Any activity relating to the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property is in compliance with all federal, state, and local regulations related to oil and gas exploration and extraction.**]**

1. Section 6.02(b) (Property Maintenance) is hereby amended by adding the following provisions to the end thereof:

**[DRAFTING NOTE: INSERT IF THERE IS NO EVIDENCE OF ACTIVITY OR PLANNED ACTIVITY ON THE EFFECTIVE DATE:**

[(\_\_)] give written notice to Lender of any notice received or knowledge obtained that any Person intends to conduct activity on, or use the Mortgaged Property for, the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property, provided that in no event shall Borrower allow surface activity related to mineral, oil, or gas activities on the Mortgaged Property.**]**

**[DRAFTNG NOTE: FOR AN ACQUISITION MORTGAGE LOAN LENDER IS PERMITTED TO INSERT THE FOLLOWING IF THERE IS NO EVIDENCE OF ACTIVITY OR PLANNED ACTIVITY AS OF THE EFFECTIVE DATE AND THE REMOVAL HAS NOT BEEN COMPLETED BY THE EFFECTIVE DATE. INCLUDE REMOVAL REQUIREMENT AND ESCROW IN THE REQUIRED REPAIR SCHEDULE TO THE LOAN AGREEMENT**:

[(\_\_)] remove, cap, and close all mineral, oil, and/or gas equipment and/or wells in accordance with regulatory requirements within one hundred eighty (180) days after the Effective Date and:

(A) shall obtain a permit or closure letter from the governing authority evidencing compliance within such timeframe; and

(B) shall have escrowed with Lender all funds required to remove such equipment, close wells, and remediate the site in accordance with regulatory requirements.**]**

**[DRAFTING NOTE: INSERT IF THERE IS EVIDENCE OF SUBSURFACE ACTIVITY OR PLANNED ACTIVITY AS OF THE EFFECTIVE DATE THAT HAS BEEN APPROVED BY LENDER IN ACCORDANCE WITH THE GUIDE:**

[(\_\_)] require and cause any activity relating to the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property to be in compliance with all federal, state, and local regulations related to oil and gas exploration and extraction.**]**

**[DRAFTING NOTE: INSERT THE FOLLOWING IN ALL INSTANCES:**

[(\_\_)] shall indemnify and hold Lender harmless for, from, and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations, costs, or expenses, including litigation costs and reasonable attorneys’ fees, arising from, or in any way connected with or related to, any activity on, or use of, the Mortgaged Property for the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property.**]**

**[Remainder of Page Intentionally Blank]**