**EXHIBIT [\_\_]**

**MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(****Paycheck Protection Program Loan)**

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 11.02(c) (Liens, Transfers, and Assumptions – Covenants – No Other Indebtedness) of the Loan Agreement is hereby deleted and restated in its entirety to read as follows:

**(c) No Other Indebtedness.**

Other than the Mortgage Loan, Borrower shall not incur or be obligated at any time with respect to any loan or other indebtedness (except trade payables as otherwise permitted in this Loan Agreement), including any indebtedness secured by a Lien on, or the cash flows from, the Mortgaged Property, except that Borrower may incur unsecured debt under the Small Business Administration’s “Paycheck Protection Program” on the following terms and conditions (the “**Paycheck Protection Program Loan**”):

(1) Borrower is an eligible borrower under the “Paycheck Protection Program”;

(2) Borrower **[has delivered to Lender] [shall deliver to Lender within ten (10) Business Days after the date the Paycheck Protection Program Loan is made]** true and correct copies of all documents evidencing the Paycheck Protection Program Loan, and shall comply with all material terms and provisions of the documents evidencing the Paycheck Protection Program Loan;

(3) the Paycheck Protection Program Loan **[is] [will be]** unsecured and the principal amount of the Paycheck Protection Program Loan **[to be]** received is not material, and **[does]** **[will]** not exceed the lesser of the maximum amount permitted under the program or ten percent (10%) of the original principal amount of the Mortgage Loan;

(4) all Paycheck Protection Program Loan proceeds shall be used only for the direct benefit of the Mortgaged Property and for authorized purposes that, under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the documents evidencing the Paycheck Protection Program Loan, would allow one hundred percent (100%) of the principal of, and interest on, the Paycheck Protection Program Loan to be forgiven;

(5) any required repayment of the Paycheck Protection Program Loan will not negatively affect Borrower’s liquidity in any material respect or its ability to repay the Mortgage Loan;

(6) Borrower shall use its best efforts under the CARES Act to obtain forgiveness of one hundred percent (100%) of the principal of, and interest on, the Paycheck Protection Program Loan;

(7) Borrower shall comply with all material terms and provisions of the Paycheck Protection Program Loan;

(8) within ten (10) Business Days after the date Borrower applies for forgiveness of the Paycheck Protection Program Loan, Borrower shall provide to Lender a copy of its application with copies of all documentation and information submitted;

(9) within ten (10) Business Days after the date Borrower receives (A) any approval or disapproval of loan forgiveness with respect to the Paycheck Protection Program Loan, or (B) any written notices, correspondence or documents relating to the Paycheck Protection Program Loan, Borrower shall provide to Lender copies of such approval, disapproval, notices, correspondence, and documents and all accompanying statements, information, and documentation; and

(10) Borrower shall indemnify and hold Lender harmless for, from, and against any and all actions, suits, claims, demands, and liabilities arising under the Paycheck Protection Program Loan.

**[Remainder of Page Intentionally Blank]**