AMENDMENT TO LOAN DOCUMENTS

THIS AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is executed this ____ day of _______________, 20__, between ________________, a ____________________ ("Borrower") and ________________, a ________________ ("Lender").

RECITALS:

A. On _____________, ____, Borrower and Lender entered into a loan transaction pursuant to which Lender agreed to make a loan to Borrower in the principal sum of ______________ and 00/100 Dollars ($_____________ _) (the "Loan").

B. The Loan is evidenced by a Promissory Note dated _____________, ____, in the principal amount of ______________ and 00/100 Dollars ($_____________) (the "Note"). All capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Note.

C. Borrower has secured the indebtedness under and pursuant to the Note by the granting of a certain Mortgage in favor of Lender dated _____________, ____, recorded on _____________, ___ in Liber ____ Page ___, _____________ County Records (the "Mortgage") and a certain Assignment of Rents and Leases in favor of Lender dated _____________, ____, recorded on _____________, ___ in Liber ____ Page ___, _____________ County Records ("Assignment of Rents"), both of which encumber certain property as more particularly described therein (the "Property").

D. _______________ and _________________ (collectively, the "Guarantors"), have entered into an Unconditional Guaranty in favor of Lender dated _____________, ____ (the "Guaranty") and Borrower and Guarantors have made an Environmental Indemnity in favor of Lender dated _____________, ____. (the "Environmental Indemnity").

E. The outstanding principal balance of the Note as of [the date hereof] is ________________ Dollars ($______________).

F. Borrower is in default under the Loan, as more particularly described and set forth in that certain Notice of Default and Demand dated _____________, ____ from Lender to Borrower and Guarantors (the "Notice of Default"), which defaults are defined as "Specified Defaults" in the Notice of Default.

G. As a result of certain financial difficulties of Borrower and the Property, Borrower has requested and subject to the terms and conditions herein, Lender has agreed to [include the modified terms, such as reamortize the monthly payments of principal and interest due under the Note as of ____________, ____, pursuant to an Allonge to Promissory Note dated as of the date hereof (the "Allonge")].

H. Borrower has requested and subject to the terms and conditions herein, Lender has agreed to make other amendments to the Loan Documents.
NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants, modifications and agreements hereinafter made, Lender and Borrower agree as follows:

1. **AMENDMENTS TO LOAN DOCUMENTS:**

   (a) **[IF TAX ESCROW IS DESIRED: Pursuant to Section ___ of the Mortgage, on a monthly basis, Borrower shall deposit with Lender an amount equal to 1/12 of the aggregate amount of annual summer and winter property taxes assessed with respect to the Property (as defined in the Mortgage) (the "Tax Escrow"), and Borrower shall fund any shortfall in the Tax Escrow thirty (30) days before any taxes are due with respect to the Property. The first payment of the Tax Escrow shall be made on or before the Closing Date as defined below.]**

   (b) **[MODIFICATIONS TO LOAN]**

   (c) **[If MODIFICATION REQUIRES CHANGES TO THE NOTE: The Note has been amended by the Allonge set forth in Exhibit “A” attached hereto and made a part hereof and this Amendment and the term “Loan Documents” shall include the Allonge and this Amendment. All references to the term “Note” herein and in the Loan Documents shall mean the Note as amended by the Allonge and this Amendment, as the Note same may hereafter be amended, restated, supplemented or modified from time to time.]**

   (d) **The Mortgage, Assignment of Rents and other Loan Documents which recite they are security instruments shall secure, in addition to any other obligations secured thereby, the payment and performance by Borrower of all obligations under (a) the Note as amended by the Allonge and this Amendment, together with interest and other charges thereon and any and all amendments, modifications, extensions and renewals thereof, whether or not any such amendment, modification, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) this Amendment, as amended, modified, extended or renewed in writing by Borrower and Lender.**

2. **RESTRUCTURE FEE:**

   In consideration of Lender's agreement to enter into the Allonge, this Amendment and the other terms set forth in this Amendment, Borrower agrees to pay Lender, on or before the Closing Date, a restructure fee in the amount of ____________ Dollars ($__________) (the "Restructure Fee").

3. **EFFECTIVENESS OF THIS AMENDMENT:**

   The effectiveness of the Allonge and this Amendment are conditioned upon receipt by Lender, on or before ____________, ___, of the items and/or fully executed originals of each of the following documents, all of which must be in form and substance acceptable to Lender at its discretion (the "Closing Date"): 
(a) Borrower shall cure all defaults and events of default, including without limitation, payment of the (i) monthly principal and interest payments for ___________ in the amount of $____________________, (ii) mortgage discharge and previously assessed late fees in the amount of [$_____________], (iii) ____ Summer and Winter taxes assessed against the Property, including all penalties, interest and late fees, in the amount of $_____________ (this amount is good through ___________, ____ only, additional penalties, interest and late fees begin to accrue after said date), including receipted tax statements in the case of item [THIS WILL BE REMOVED IF ALL PAYMENTS HAVE IN FACT BEEN MADE] and (iv) all other amounts due and owing to Lender under the Loan Documents (as amended by this Amendment and the Allonge);

(b) Evidence of the authority of the person executing the Allonge and this Amendment on behalf of Borrower;

(c) The Allonge and this Amendment duly executed by Borrower and the Guarantor Acknowledgements to this Amendment duly executed by the Guarantors; and

(d) Payment of (i) the Restructure Fee, (ii) the first payment of the Tax Escrow in the amount of $_______ and (iii) all of Lender's costs and expenses, including without limitation, all attorneys' fees and costs and all title fees and title insurance premiums incurred with respect to the negotiation, documentation, Closing and post-Closing matters relating to the Allonge and this Amendment.

4. TERM OF THIS AMENDMENT:

   The Allonge and this Amendment shall terminate, expire and be of no further force or effect upon earlier of to occur of (a) a default or event of default under this Amendment or any of the Loan Documents or (b) the Maturity Date as defined in the Note (the "Amendment Termination Date").

5. RELEASE OF CLAIMS: AS OF THE DATE OF THIS AMENDMENT, BORROWER HEREBY RELEASES AND DISCHARGES LENDER OF AND FROM ALL DAMAGES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS AND CAUSES OF ACTION WHATSOEVER THAT BORROWER HAS OR CLAIMS TO HAVE AGAINST LENDER AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS RELEASE, AND OF EVERY NATURE AND EXTENT WHATSOEVER ON ACCOUNT OF OR IN ANY WAY, DIRECTLY OR INDIRECTLY, TOUCHING, CONCERNING, ARISING OUT OF OR FOUNDED UPON THE LOAN AND THE LOAN DOCUMENTS AND THE LENDING RELATIONSHIP RESPECTING THE OBLIGATIONS BETWEEN BORROWER OR GUARANTORS AND LENDER. Lender would not agree to enter into the Allonge or this Amendment but for the provisions set forth in this Paragraph 5. Borrower confirms that it has agreed to the provisions of this Paragraph 5 of its own volition, with full knowledge of the extent and effect of the various releases and waivers granted by this Paragraph 5 and of the importance to Lender of these waivers and releases and after having had the opportunity to discuss this matter with counsel of its own choice.
6. **SURVIVAL AND REAFFIRMATION**: Borrower further agrees:

(a) that, except as herein or in the Allonge modified or amended, all terms, conditions, covenants, representations and warranties contained in the Note and the Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by Borrower as being in full force and effect in accordance with their respective terms;

(b) that payment of the indebtedness under the Note is the valid obligation of Borrower and, as of the date hereof, Borrower is not aware of any claims, set offs or defenses to the payment by Borrower of the indebtedness under the Note or the performance of Borrower's obligations as set forth in the Note as amended by the Allonge or hereby and/or any Loan Document;

(c) that the liability of Borrower howsoever arising or provided for in the Note and the Loan Documents, as hereby or in the Allonge modified or amended, is hereby reaffirmed; and

(d) that no event of default has occurred and no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute an event of default, other than the Specified Defaults.

7. **CONTINUING SECURITY**: The Note as hereby and in the Allonge amended, continues to be secured by the Mortgage, the Assignment of Rents and the other Loan Documents, as the same may be amended from time to time. Borrower expressly acknowledges and agrees that all collateral security and security interests, liens, pledges, and mortgages heretofore, hereunder or hereafter granted Lender including, without limitation, such collateral, security interests, liens, pledges, and mortgages granted under the other Loan Documents, and all other security documents executed in favor of Lender, shall extend to and cover all of the obligations of Borrower to Lender, now existing or hereafter arising including, without limitation, those arising in connection with the Allonge, this Amendment and under all guaranty agreements now or in the future given by Borrower or any guarantor which is associated with Borrower in favor of Lender, upon the terms set forth in such agreements, all of which security interests, liens, pledges, and mortgages, including without limitation, the Mortgage, the Assignment of Rents and the Environmental Indemnity, are hereby ratified, reaffirmed, confirmed and approved.

8. **CONTINUATION OF NOTE**: The Allonge and this Amendment are but an amendment to the Note and the Allonge, this Amendment and the Note are to be considered, construed and read together as a single instrument and obligation. Except as hereinabove and in the Allonge amended, and each and every term, condition, provision and agreement contained in the Note shall continue in full force and effect and each and every one of said terms, conditions, provisions and agreements is hereby ratified and reaffirmed. The Allonge and this Amendment amend, without repaying, the Note, and are not intended to constitute a novation thereof.

9. **FORMATION AND ORGANIZATIONAL DOCUMENTS**: Borrower has previously delivered to Lender all of the relevant formation and organizational documents of