

Use for a Supplemental (Second) Mortgage under the Freddie Mac High Leverage Loan Program.

**INSERT TO EXHIBIT C OF
REPLACEMENT RESERVE AGREEMENT
FOR SUPPLEMENTAL (SECOND) MORTGAGE
(Revision Date 12-15-2005)**

Modifications to Replacement Reserve Agreement

The following modifications are made to the text of the Agreement that precedes this Exhibit:

1. The following new Section 22 is hereby added to the Agreement:
 22. High Leverage Loan Program Provisions. Contemporaneously herewith, Borrower has entered into a senior mortgage loan which is secured by a first lien on the Property (the "First Mortgage Loan") in favor of a senior lender (the "Senior Lender") and which is senior to the Loan. In connection with the First Mortgage Loan, Borrower has also entered into a replacement reserve agreement with the Senior Lender (the "Senior Agreement") pursuant to which Borrower has agreed to establish a replacement reserve fund (the "Senior Fund"). In consideration of the foregoing, and notwithstanding anything in this Agreement to the contrary, Borrower and Lender hereby acknowledge and agree as follows:
 - (a) any and all payments due and owing from Borrower under this Agreement, including without limitation, the Initial Deposit, the Inspection Fee, the Investment Fee, the Monthly Deposit, the Replacement Reserve Deposit, and the Revised Monthly Deposit, shall be reduced to the extent that such payments are made by Borrower under the Senior Agreement;
 - (b) Lender shall not have any responsibility with respect to the funds deposited by Borrower into the Senior Fund and Lender's obligations, if any, to disburse funds under this Agreement shall be limited to those amounts actually deposited by Borrower into the Replacement Reserve Fund under this Agreement;
 - (c) Borrower shall be prohibited from receiving a disbursement from both the Senior Fund and the Replacement Reserve Fund for the same Capital Replacement expenditure;
 - (d) if, at any time while the Loan remains outstanding, any funds shall be disbursed by the Senior Lender to Borrower pursuant to Section 9 (Termination) of the Senior Agreement, any and all such funds

shall be immediately remitted by Borrower to Lender for deposit into the Replacement Reserve Fund;

- (e) to secure Borrower's obligations under this Agreement and to further secure Borrower's obligations under the Note, Security Instrument and other Loan Documents, Borrower hereby conveys, pledges, transfers and grants to Lender a security interest pursuant to the Uniform Commercial Code of the Property Jurisdiction or any other applicable law in and to all money in the Senior Fund, as same may increase or decrease from time to time, all interest and dividends thereon and all proceeds thereof, which security interest shall be subordinate only to the security interest of the Senior Lender; and
- (f) Borrower hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of the security interest identified in subsection (e), above and/or Lender's security interest in the Replacement Reserve Fund, and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments and any and all other documents as may be required by Lender from time to time to preserve, perfect and/or protect Lender's rights in the Senior Fund and/or the Replacement Reserve Fund.