

**MODIFICATIONS TO SECURITY INSTRUMENT
(Tax Credit Properties)**

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

1. Section 20(b) is amended by adding the following at the end of such Section:

"(7) (A) Borrower shall be 2219 LOFTS LIMITED PARTNERSHIP, a Wisconsin limited partnership. Each of the partners of Borrower shall be 2219 LOFTS GP, LLC, a Minnesota limited liability company (the "**General Partner**"), and Enterprise Housing Partners XXVI Limited Partnership, a Maryland limited partnership, and Enterprise Housing Partners XXVII Limited Partnership, a Maryland limited partnership, and its permitted successors and assigns (collectively, the "**Equity Investor**"). Notwithstanding the foregoing, the partners of Borrower may be any other entity or person approved in writing by Lender before such partner is admitted to Borrower, which approval shall not be unreasonably withheld or delayed.

On or about the date hereof, Borrower shall provide to Lender a copy of the following with respect to each of its partners:

- i. its publicly filed organizational documents;
- ii. a status certificate or certificate of good standing issued by the state in which the entity is organized;
- iii. complete contact information for the person with whom Lender should conduct day-to-day business communications;
- iv. documents that show the control required under the preceding paragraph or a letter from counsel for the partner explaining how the partner is so controlled; and
- v. such other documents and information as may be reasonably requested by Lender.

Commencing on the date hereof and continuing until the Indebtedness is fully repaid, within thirty days after each change in the identity of any of its partners Borrower shall provide written notice thereof to Lender accompanied by a copy of each of the documents identified in subsections i. through v. above with respect to the new partner. In addition, Borrower shall deliver to Lender a copy of the amendment to its limited partnership agreement or other document that evidences the change in partnership. To the extent that any of the documentation provided to Lender is superseded, or information provided is no longer correct, Borrower shall provide to Lender a copy of the superseding documents and information within thirty days.

The partnership interests in Borrower, or the Controlling Interest in any such partner or replacement partner, may only be changed after the Mortgage Loan has closed if Borrower has satisfied each of the requirements described in subsections 20(c)(1), (2), (3), (4) and (7).

(B) Upon request by Lender from time to time, Borrower will provide Lender with the names of all owners of interests in Borrower, whether such interests are owned directly or indirectly.

2. Section 20 is amended by adding the following at the end of such Section:

"(e) Notwithstanding the foregoing:

- (1) Lender agrees that the purchase option of the Equity Investor's interest by the General Partner as provided in the Partnership Agreement is permitted, and does not in and of

itself constitute a default under the Loan Documents. So long as there is no existing Event of Default, Lender's approval shall not be required and no transfer fee shall be due in connection with the exercise of such purchase option.

(2) The Equity Investor shall have the right to remove and replace the General Partner in accordance with the terms of the Partnership Agreement and such removal and replacement of the General Partner in and of itself shall not be deemed an Event of Default under the Loan Documents. Lender shall have the right to approve the replacement General Partner, which approval Lender agrees to not unreasonably withhold, condition or delay, provided, however, that if the replacement General Partner is controlled by the Equity Investor, so long as Lender receives prior written notice of such replacement, Lender's approval shall not be required and no transfer fee shall be due in connection with such transfer."

3. The second sentence of Section 21 is amended to read as follows:

"Borrower, or Equity Investor on behalf of Borrower, shall have 30 calendar days (or such longer period if cure cannot be completed in 30 calendar days and such cure is diligently being prosecuted to completion) to cure upon notice under Section 30 of a non-monetary Event of Default specified in Sections 21(b) through (n) below."

4. Section 30 is amended to add the following at the end of such Section:

"(d) Lender shall use best efforts to provide a courtesy copy of all notices sent to Borrower to the following. Any failure to delivery such courtesy copy shall not be deemed a failure to provide notice to Borrower.

Such notice shall be given in the manner provided in this Section, at the address set forth below:

Enterprise Housing Partners XXVI Limited Partnership
Enterprise Housing Partners XXVII Limited Partnership
c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway Suite 700
Columbia, MD 21044
Attn.: General Counsel

Lender further agrees that such limited partners of Borrower shall have the right, jointly and severally, but not the obligation, to cure an event of default under this Mortgage, and Lender agrees to accept any cure tendered by the limited partners on the same basis as if tendered by the Borrower within the applicable cure periods.

4. The following new Sections are added to the Security Instrument after the last numbered Section:

48. RECOURSE LIABILITY. The provisions of Paragraph 9(c) of the Note, as they relate to Events of Default described in Paragraphs 9(c)(1) and 9(c)(2) of the Note, shall be operative only after Equity Investor has been given 30 days' notice of the applicable Event(s) of Default described in Paragraphs 9(c)(1) and 9(c)(2) of the Note, together with an opportunity within such 30-day period to remedy the applicable Event(s) of Default. In all events, Lender shall be entitled during such 30-day period to exercise all of its rights and remedies under this Security Instrument upon the occurrence of such Event of Default other than foreclosure of the Mortgaged Property.

49. EXTENDED LOW-INCOME HOUSING COMMITMENT. The lien of this Security Instrument shall be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as

amended (the "**Code**") (the "**Land Use Restriction Agreement**") recorded against the Mortgaged Property; provided that such Land Use Restriction Agreement, by its terms, must terminate upon foreclosure under this Security Instrument or upon a transfer by Security Instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) (i)(I) of the Code; and provided further notwithstanding, that the provisions of such Land Use Restriction Agreement relating to Section 42(h)(6)(E)(ii) of the Code shall survive foreclosure under this Security Agreement or transfer by instrument in lieu of foreclosure.

50. ANNUAL LIHTC REPORTING REQUIREMENTS. Borrower shall submit to Lender, each year at the time of annual submission of Borrower's financial analysis of operations, a copy of the following sections of Borrower's federal tax return: Internal Revenue Forms 1065, 8586, 8609 and Form 8609, Schedule A, which must reflect the total low-income housing tax credits (the "**LIHTCs**") allocated to the Mortgaged Property and the LIHTCs claimed for the Mortgaged Property in the preceding year.

51. CROSS-DEFAULT. Any default, event of default, or breach (however such terms may be defined) after the expiration of any applicable notice and/or cure periods under the Land Use Restriction Agreement shall be an Event of Default under this Security Instrument. Any costs, damages or other amounts, including reasonable attorney's fees incurred by Lender as a result of such an Event of Default by Borrower, including amounts paid to cure any default or event of default, under the Land Use Restriction Agreement shall be an obligation of Borrower and become a part of the Indebtedness secured by this Security Instrument.

52. ANNUAL COMPLIANCE. Each year Borrower shall submit to Lender evidence that the Mortgaged Property is in ongoing compliance with all income, occupancy and rent restrictions under the Land Use Restriction Agreement relating to the Mortgaged Property. Such submissions shall be made contemporaneously with Borrower's reports required to be made to the regulator under the Land Use Restriction Agreement.

53. NO TAX-EXEMPT BONDS. Lender represents and warrants that at no time shall the Loan be funded in whole or in part from the proceeds of tax-exempt bonds."

5. All capitalized terms used in this Exhibit not specifically defined herein shall have the meanings set forth in the text of the Security Instrument that precedes this Exhibit.

[Signature Page Follows.]

BORROWER:

2219 LOFTS LIMITED PARTNERSHIP,
a Wisconsin limited partnership

By: 2219 Lofts GP, LLC,
a Minnesota limited liability company
Its: General Partner

By: _____
Robert G. McCready
Co-President

Project No. 6076
Loan No. 6076
MID No. 52881