

(v) Provisions respecting prepayment shall be as follows:

a. Mortgagee hereof shall use its best efforts to limit any prepayment penalty under any Institutional Note to not more than three percent (3%) of the principal so prepaid in the first year in which prepayment is permitted, with such prepayment penalty rate reducing by one percent (1%) per year, so that there is no prepayment penalty or charge after the third year in which prepayment is permitted.

b. Mortgagee hereof shall use its best efforts to obtain each Institutional Lender's agreement that principal under the related Institutional Note may be prepaid at any time or times after eight (8) years from the date of recordation of the related Institutional Mortgage; provided, however, if despite Mortgagee's best efforts such Institutional Lender refuses to agree as aforesaid, then an Institutional Note may provide that the principal thereunder may not be prepaid for a specified period, which in no event shall extend beyond or be effective after twelve (12) years after the date of recordation of the related Institutional Mortgage.

Each Institutional Mortgage shall permit wrap-around mortgages on Said Premises and mortgages which are junior in priority to the Institutional Mortgage.

(vi) Each Institutional Mortgage shall provide for a notice of default to the Mortgagor hereof (either concurrently with a notice of default to the Mortgagee hereof or at another time) and an opportunity to cure such default within a reasonable period after such notice.

(vii) Mortgagee shall use its best efforts to limit the other terms and provisions of the Institutional Mortgage and Institutional Note to those which are no more onerous or disadvantageous in any material way to the Mortgagor or the Mortgagee hereof than the applicable provisions of the Purchase Price Note or the provisions contained in the main body of this instrument (i.e., the portion of this Mortgage to which this document is Exhibit "B").

(viii) Subject to the limitations contained in the foregoing provisions of this Exhibit "B", Mortgagor agrees to execute each Institutional Mortgage in the standard form used at the time by the Institutional Lender, so long as the same is amended, where necessary, to comply with the foregoing provisions and restrictions of this Exhibit