

Mortgage as from time to time refinanced, or any Additional Mortgage placed on the Premises, in accordance with this Paragraph 19. Any "Mortgage or "Additional Mortgage" as such terms are defined in the A&P Lease shall not be deemed to be any First Mortgage and/or New First Mortgage as defined pursuant to this Paragraph 19.

(a) All proceeds from a refinancing shall be paid over to the Collection Agent to be disbursed in accordance with the Collection Agreement. In the event a refinancing or refinancing result(s) in a decrease in the aggregate First Mortgage Payments payable by the Mortgagee, the amount of such decrease shall be a credit against, and applied to, in inverse order of their maturity, amounts payable by Mortgagor to Mortgagee hereunder.

(b) The aggregate monthly charges for interest, amortization and Deposits with respect to the First Mortgage and/or New First Mortgage (if applicable) shall not at any time exceed the aggregate monthly charges for interest, amortization and Deposits then payable under this Mortgage and the New First Mortgage shall amortize in such a manner that the unpaid principal balance thereof shall never be greater than the unpaid principal balance of this mortgage.

(c) The maturity date of any New First Mortgage shall not extend beyond the maturity date of this Mortgage, and any New First Mortgage shall provide for notice of any default thereunder to be given to Mortgagor.

(d) If the proceeds of any New First Mortgage are insufficient to pay to the holder of the mortgage being refinanced the unpaid principal amount then due such holder, the deficiency shall be paid by the Mortgagee.

(e) The Mortgagee shall pay all expenses necessary to consummate the closing of any New First Mortgage.

(f) The aggregate unpaid principal amount of the New First Mortgages and the First Mortgage not then being refinanced, if any, shall not exceed the then unpaid principal amount, plus accrued and unpaid interest thereon, of this Mortgage.

(g) The default provisions (including grace periods) of the New First Mortgage shall be no more onerous than those contained herein and the prepayment provisions shall be no more onerous than those contained in the First Mortgage.

(h) Any and all refinancing shall be done with a Recognized Lending Institution. As used herein "Recognized Lending Institution" shall mean a national or state commercial or savings bank, trust company, savings and loan association, insurance company or a pension fund.

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