

Multistate Transactions - Cap on New York Mortgage - Form 2

This Mortgage shall at all times secure the Secured Amount, which has been advanced under the Mortgage Loan Agreement, and shall not secure any future advances under the Mortgage Loan Agreement. The Mortgage Loan Agreement provides that any repayments of the Loan at any time shall, to the extent that the principal balance of the Loan at such time equals or exceeds the aggregate Secured Amount of all of the mortgages covering Collateral Properties located in the State of New York (the “New York Term Loan Amount”), be allocated to reduce the principal amounts secured by mortgages covering Collateral Properties located outside of the State of New York.

Therefore, as long as the principal balance of the Loan at any time equals or exceeds the New York Term Loan Amount, the principal amount of the Loan secured by this Mortgage shall be deemed to equal the Secured Amount, as more fully described in the above paragraph; and to the extent that the principal balance of the Loan at any time is less than the New York Term Loan Amount, then (i) the aggregate Secured Amount of this Mortgage and all other mortgages covering Collateral Properties located in the State of New York shall be permanently reduced by the difference between the New York Term Loan Amount and the principal balance at such time of the Loan, and (ii) the Secured Amount under this Mortgage shall be permanently reduced by a portion of such aggregate reduction calculated in the proportion that the original Secured Amount of this Mortgage bears to the Secured Amounts of all other mortgages covering Collateral Properties located in the State of New York.



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