

(A) Not later than forty-five (45) days before the Original Maturity Date, Borrower shall pay to Dominion an extension fee (the "Extension Fee") equal to one percent (1%) of the then outstanding principal balance hereof, and Borrower shall provide to Dominion (i) written notice of its election to extend the term hereof, (ii) at Borrower's expense, a written report (the "Report") issued by an independent engineer reasonably satisfactory to Dominion which shall (x) review the structure on the Property, and the equipment and fixtures located therein, (y) conclude that the Property is free of any material deficiencies, and (z) be in all respects, including form, substance and content, reasonably acceptable to Dominion, and (iii) at Borrower's expense, a commitment (the "Commitment") issued by Lawyer's Title Insurance Corporation with respect to the Mortgage (x) to increase the coverage thereunder to reflect any increase in the negative amortization which will occur during the Extension Period, and (y) updating the title to the Mortgaged Property (as defined in the Mortgage) which update shall show no changes therein not previously approved by Dominion (other than changes permitted without Dominion's consent under the terms of the Mortgage). If Dominion does not approve the Report or if Dominion does not receive the Commitment, as provided herein, Dominion shall promptly return the Extension Fee to Borrower.

(B) During the Extension Period, the Note Rate shall be equal to two and one half percent (2.5%) in excess of the weekly average yield on United States Treasury securities adjusted to a constant maturity of three (3) years as most recently published by The Federal Reserve Board forty-five (45) days prior to the Original Maturity Date, rounded to the next highest one eighth percent (1/8%), provided that the Note Rate shall not exceed fifteen percent (15%) per annum, nor shall it be less than twelve