

PREPAYMENT ADDENDUM TO NOTE FIXED PERCENTAGE

Loan#:
Serv.#:
MIN:

4. Prepayments. Borrower may prepay the Loan in part or in full prior to the Maturity Date provided that Borrower:

(a) shall provide Lender with written notice of (i) Borrower's intention to prepay the Loan in full by requesting a payoff letter or (ii) Borrower's making of a partial prepayment and the amount thereof; and

(b) commencing on the date hereof and continuing until (the "Prepayment Term"), Borrower shall pay a prepayment premium to Lender simultaneously with the prepayment calculated on the amount prepaid as follows:

The prepayment charge shall be equal to _____ % of the amount prepaid. The prepayment charge shall be assessed if the Loan is paid due to sale or refinance of the Property.

Notwithstanding the above, a prepayment premium will not be assessed to Borrower:

(a) as to payments from either casualty loss insurance proceeds or a condemnation award applicable to the Property, or

(b) if a full prepayment is made during the ninety (90) day period immediately preceding the Maturity Date.

Any prepayment of principal resulting from an acceleration of the Loan following the occurrence of an Event of Default will incur a prepayment premium.

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