

3. Notwithstanding any other provision hereof, the Mortgage hereof may cause the amount of the loans secured by the Existing Encumbrance to be increased above the amounts hereinabove set forth (viz., \$3,150,000) provided the following conditions are fulfilled: (a) such increases are on the same terms and conditions and for the same purposes and subject to the same limitations as the other loans secured by the Existing Encumbrance; (b) at the time of the first such increase with respect to the Existing Encumbrance, and at all times thereafter, the aggregate principal amount of the loans secured by the Existing Encumbrance (including such increases) shall be no greater than the amount of the "Take-Out Commitments"; and (c) at the time of each such increase, the Mortgagee of the Existing Encumbrance delivers to the Mortgagor hereof an agreement, in form reasonably satisfactory to the Mortgagor hereof, to the effect that the Phase I Premises will be released from the lien of the Existing Encumbrance (including such increase) when an aggregate of \$2,400,000 shall have been paid against the principal of the notes secured by the Existing Encumbrance. No such increase shall be for construction on the Phase II Premises or Phase III Premises except as permitted by paragraph 2 of this Exhibit "B". As used in this paragraph 3, "Take-Out Commitments" means binding take-out commitments in favor of the Mortgagee hereof committing the issuer of such commitments, for the entire period from the date of such commitment or commitments through the maturity date or dates of the loans secured by the Existing Encumbrance to a loan or loans in an amount sufficient to satisfy and discharge all such loans secured by the Existing Encumbrance (including such increases). Each of the Take-Out Commitments must comply with the provisions of paragraph 4 hereof, so that repayment of the loan or loans made under such commitment shall be made under an "Institutional Note" and "Institutional Mortgage" (as such quoted phrases are defined below).

4. At any time and from time to time while this Mortgage shall be in existence (i.e., prior to the time the same shall be discharged or cancelled for any reason, including, but not limited to, the cancellation of this Mortgage by reason of the substitution of the same by the Institutional Mortgage or Institutional Mortgages as provided in paragraph 3 of the Purchase Price Note), at Mortgagee's request, the Mortgagor hereof shall subordinate its interest in Said Premises to one or more mortgages (individually hereinafter called "Institutional Mortgage" and collectively hereinafter called "Institutional Mortgages") covering all or any portion of Said Premises and securing a loan or loans (individually hereinafter called "Institutional Loan" and collectively hereinafter called "Institutional Loans") by an "Institutional