

"B" and so long as, in addition, the provisions of the same are those in common and standard usage in permanent mortgages in favor of large eastern insurance company lenders. Mortgagor shall, in addition, promptly execute and deliver, without charge or penalty, such further documents as the Institutional Lender requests consistent with the limitations set forth herein in order to effectuate the subordination of Mortgagor's interest in Said Premises to the Institutional Mortgages. The proceeds of the loan or loans secured by the Institutional Mortgages shall belong to the Mortgagee hereof.

5. At all times prior to the satisfaction and cancellation of this Mortgage and all liabilities and obligations secured thereby (including, but not limited to, the Purchase Price Note), the Mortgagee hereof shall (a) pay as and when the same is due, all principal and interest, and without limitation, other sums and amounts secured by the Existing Encumbrance or any Construction Encumbrance or any Institutional Mortgage, including the installments and amounts at any time or times payable under the Existing Note or any Construction Note or any Institutional Note, (b) discharge, when due, all obligations arising under the Existing Encumbrance or any Construction Encumbrance or any Institutional Mortgage in the event of Mortgagee's failure to pay, when due, such principal and interest and other sums and amounts, and (c) bear, at its sole cost and expense, any prepayment penalty or other charges relating to or resulting from the prepayment of the Existing Note or any Construction Note or any Institutional Note. Such payment, discharge and satisfaction of the Existing Encumbrance and all obligations (including the Existing Note) secured thereby, and of the Construction Encumbrances and all obligations (including the Construction Notes) secured thereby, shall be made in all events prior to the end of the Interim Period. The Mortgagee hereof shall, in addition, comply with all other obligations of any kind or nature and of whatever type or kind ("Collateral Obligations") imposed by the Existing Encumbrance or any Construction Encumbrance or any Institutional Mortgage on the mortgagor thereof (viz., all obligations other than those specified in the first sentence of this paragraph 5). The failure or refusal of the Mortgagor hereof to timely and fully comply with those of the Collateral Obligations imposed under the Institutional Mortgage which the Mortgagee hereof is not required to comply with pursuant to any contract, agreement or covenant with the Mortgagor hereof (including, but not limited to, this Mortgage or the Sale Agreement or the Purchase Price Note), shall be a default hereunder by the Mortgagor. The provisions of this instrument are solely for the benefit of and may be enforced only by the Mortgagor and Mortgagee hereof, respectively, and may not be enforced by any holder of the Existing Note or any Construction Note or any Institutional Note or any mortgagee under the Existing Encumbrance or any Construction Encumbrance or any Institutional Mortgage.

6. In addition to and not in limitation of any other rights of the Mortgagor hereof (including, but not limited to, Mortgagor's rights under the waiver of personal