

to hold and retain all of the residue of the Mortgaged Property for the purpose of and pursuant to the provisions of this Mortgage.

Any and all documents, agreements and other instruments used in connection with each such release or subordination shall be subject to the approval of Mortgagee and all costs relating to such releases or subordination shall be paid by Mortgagor.

After any such release, the term Mortgaged Property as used in this Mortgage shall be deemed to refer to that portion of the Mortgaged Premises from time to time remaining subject to the lien of this Mortgage.

SECTION 1.22. Mortgagor shall be permitted, subject to the conditions contained in the following sentence, to grant a mortgage or mortgages to all of the Mortgaged Property and assign the rents thereof to Beaunit Corporation pursuant to an agreement dated as of March 1, 1977, as subsequently amended, between Beaunit Corporation and Mortgagor. The permission set forth above shall not become effective unless and until all of the following conditions shall have been satisfied:

(i) There has not occurred any Event of Default or Prospective Event of Default; and

(ii) prior to the execution of such mortgage or mortgages, the form thereof shall be approved by Mortgagee; and

(iii) without limiting the rights of Mortgagee to prior approval of the form of such mortgage, such mortgage shall contain the following provisions among others:

1. This mortgage is subject and subordinate to the mortgage dated March , 1977 between Walter E. Heller & Company, Inc. ("Heller"), as Mortgagee, and Beaunit II, Inc., as Mortgagor (hereinafter referred to as the "Heller Mort-