

in any month shall not exceed an amount equal to the principal amount of such Note multiplied by .7875% (.007875). The Mortgage hereof shall use its best efforts to obtain an interest rate payable under any Institutional Note that shall not exceed 8.75% per annum on unpaid principal (not including any normal loan commitment fee). Without limitation on the generality of the foregoing, the entire principal and interest under each Institutional Note shall be payable in monthly installments (which, after the "Interim Period" [as defined in the Purchase Price Note] must be equal monthly installments over a period of no greater than 360 months) without any balloon payment or payments of any kind or nature except that the entire balance of principal and interest (a balloon) under such Institutional Note may be due and payable at any time after 20 years from the date of the final advance or loan by the Institutional Lender evidenced by such Institutional Note; provided, however, that Mortgage hereof shall use its best efforts to obtain an Institutional Loan whereunder the principal and interest of the Institutional Note thereunder shall be payable in equal monthly installments without any balloon payment or payments of any kind or nature except that the entire balance of principal and interest may be due and payable at any time after 25 years from the date of the final advance or loan by the Institutional Lender evidenced by such Institutional Note. No additional interest, contingent interest or percentage interest (including, but not limited to, any interest based on a percentage or share of gross or net income of any party or person from or related to Said Premises, shall be payable under or in connection with any Institutional Loan, Institutional Note or Institutional Mortgage. The regular monthly amortization of principal and interest must begin prior to the end of the Interim Period.

(iv) No personal liability, directly or indirectly, shall be imposed upon or result to the Mortgagor hereof by reason of or in connection with any Institutional Loan, Institutional Note or Institutional Mortgage. Without limitation on the generality of the foregoing, each Institutional Mortgage (and where Mortgagor's counsel reasonably considers the same to be appropriate, each Institutional Note) shall contain a waiver of personal liability of the Mortgagor hereof which is sufficient in form and substance (in the reasonable judgment of Mortgagor's counsel) to effectively insulate the Mortgagor hereof from any personal liability under the Institutional Note or Institutional Mortgage (whether or not the Mortgagor hereof shall at any time or times be or become the principal obligor under the Institutional Note). A

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