

The address of Mortgagee is:

The Robert A. McNeil Corporation  
2855 Campus Drive  
San Mateo, California 94403

Attention: Senior Vice-President  
and Counsel

11. Any indulgence or departure at any time by Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Mortgagor.

12. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations, and other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

13. If any part of any provision of this Mortgage or any other agreements, documents, or writings given pursuant to or in connection with this Mortgage shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of said instrument.

14. In case of any sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent permitted by the laws of the State of South Carolina, the Premises or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

15. The validity, construction and effect of this Mortgage shall be governed by the laws of the State of South Carolina.

16. By its acceptance hereof, Mortgagee agrees that Mortgagor and its partners incur no personal liability by reason of the execution and delivery of this Mortgage, the Mortgagee agreeing to look solely to the Premises for any recourse or recovery. By its acceptance hereof, the Mortgagee agrees that in any action or proceeding brought on the Note secured hereby, on this Mortgage, or on any other instrument securing the Note secured hereby, no deficiency or other money judgment shall be sought or obtained against the Mortgagor, Mortgagor's partners, or their respective successors or assigns. Any covenants or agreements contained in the Note secured hereby, in this Mortgage, or in any other instrument securing the Note secured hereby to the contrary notwithstanding, in the event of any default in the payment of the principal or interest due under the Note secured hereby, or in the event of any default in the covenants and agreements contained in this Mortgage or in any other instrument securing the Note secured hereby, the Mortgagee and the holder of the Note secured hereby shall look solely to the Premises or to the proceeds of a sale thereof for payment of the Note secured hereby and the full satisfaction of any liabilities or obligations otherwise arising under the Note secured hereby, this Mortgage, and any other instruments securing the Note secured hereby, and if the net proceeds arising from them or from the

