

referred to in the Construction Loan Agreement or the proceeds of such letters of credit; provided, however, that notwithstanding the foregoing, Holder shall have the right, exercisable whenever it is deemed necessary or desirable by Lender or its counsel, to join the Hutton Partnership in any litigation or other legal or equitable proceeding if such joinder is necessary or desirable under the laws of the State of South Carolina, solely for the purpose of obtaining jurisdiction over the Project and/or the Joint Venture, but Lender, its successors or assigns, shall have no right to claim or pursue any equitable claim or any claim for damages of any nature whatsoever against, or to obtain or enforce a judgment against, the Hutton Partnership."

4. At the end of Paragraph 2.16, the following sentence is hereby added: "Notwithstanding the foregoing, the Hutton Partnership and its general or limited partners (excluding Mortgagor, U. S. Shelter, a Massachusetts business trust, AmReal Corporation, and N. Barton Tuck, Jr.) shall not have personal liability hereunder or under the Note; provided, however, that notwithstanding the foregoing, Holder shall have the right, exercisable whenever it is deemed necessary or desirable by Lender or its counsel, to join the Hutton Partnership in any litigation or other legal or equitable proceeding if such joinder is necessary or desirable under the laws of the State of South Carolina, solely for the purpose of obtaining jurisdiction over the Project and/or the Joint Venture, but Lender, its successors or assigns, shall have no right to claim or pursue any equitable claim or any claim for damages of any nature whatsoever against, or to obtain or enforce a judgment against, the Hutton Partnership."