

hereinabove, contact the lessees of the Leases and collect all rentals thereunder; and (ii) take any and all action with regard to the Leases as may be necessary or appropriate to protect the security thereof. At any foreclosure and sale as described in Paragraph 7.1.4 hereinabove, title to the Rents and Leases, and all of Mortgagor's interest therein, shall pass to the purchaser thereat, concurrently with the passing of title to the remainder of the Mortgaged Property.

9.6 Foreclosure of Security Interest: If an Event of Default shall occur, Mortgagee may elect, in addition to exercising any and all other rights, remedies and recourses set forth in Paragraph 7 or referred to in Paragraph 9.3 hereinabove, to proceed in the manner set forth in Article 9 relating to the procedure to be followed when a Security Agreement covers both real and personal property.

#### 10. Limitation of Liability.

10.1 Non-Recourse. The Mortgagee shall look exclusively to the Mortgaged Property for the enforcement and satisfaction of the Mortgage and the indebtedness secured hereby. Any judgment entered on the Mortgage and the said indebtedness is limited to the said Mortgaged Property and such other assets covered herein, and no deficiency or other personal judgment shall be sought or rendered against the Mortgagor, its partners, officers, directors, stockholders, principals, disclosed or undisclosed, successors or assigns in any action or proceeding brought on or in respect of the Mortgage and the said indebtedness.

#### 11. Miscellaneous.

11.1 Performance at Mortgagor's Expense: The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall be, in any way and to any extent, credited against any installment on or portion of the Indebtedness.

11.2 Survival of Obligations: Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and the consummation of the loan called for therein, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

11.3 Further Assurance: Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents as Mortgagee may require.