

ceeding brought on this Note, the indebtedness evidenced hereby or under any of the Loan Documents, no deficiency judgment shall be sought or obtained against Borrower and/or against any of Borrower's general or limited partners (in their capacities as such partners) or enforced against their other respective personal separate and/or joint assets, and their liability for any amounts due under this Note or the Loan Documents shall be limited solely to their interests in the collateral provided in the Loan Documents (the "Collateral"). Dominion may join Borrower and/or any or all of Borrower's general partners as defendants in any legal action and/or suit in equity that Dominion undertakes to enforce its rights and remedies under this Note and/or the Loan Documents, but any judgment, order or decree in any such action may be satisfied by recourse only to the Collateral, and not by recourse directly or indirectly to Borrower and/or to any or all of Borrower's general or limited partners (in their capacities as such partners) or by execution on their other respective personal separate and/or joint assets. Nothing set forth in this paragraph shall be deemed to limit the personal liability of Borrower and/or of any of Borrower's general partners or to prohibit Dominion from taking any legal action against Borrower and/or against any or all of Borrower's general partners arising by reason of any fraud or willful misconduct by Borrower and/or by any of such partners. Nothing provided in this paragraph shall be deemed to limit the personal liability of any maker, endorser, or guarantor of the Deferred Contribution Notes (as defined in the Security Agreement) thereunder or under the Security Agreement.