

understood and agreed that mortgagor may not withhold any payments or performance called for hereunder as a result of such disputes and any such attempted withholding shall constitute a default hereunder.

33. Notwithstanding anything hereinbefore to the contrary, there shall be no prohibition to any subordinate mortgage or mortgages being placed against the premises, provided, however, that such mortgage or mortgages are a wraparound mortgage to Appell and Marsh Management Corp. having a newly created principal indebtedness of not more than ~~\$400,000~~ ^{\$490,000} and/or a purchase money mortgage directly from purchaser to seller in the event of a sale of the premises.

34. The name THE WESTPORT COMPANY is the designation of the Trustees for the time being under a Declaration of Trust dated September 27, 1971 (to which John N. Worcester was a party as Settlor) filed with the Secretary of The Commonwealth of Massachusetts on that date and thereafter from time to time amended and restated. All persons dealing with The Westport Company must look solely to the Trust property for the enforcement of any claims against The Westport Company as no Trustee, Officer, Manager, Agent or Shareholder assumes any personal liability for obligations entered into on behalf of The Westport Company.

WITNESS Mortgagor's hand and seal this 23rd day of December