

Second Mortgage Documents. The Authority hereby agrees that so long as the Surety Bond is in effect and the Surety is making all required payments with respect to the Bonds in accordance with the terms of the Surety Bond the right of the Authority hereunder to grant consents, to grant waivers, to send notices, and to otherwise exercise any remedies or rights hereunder may be taken by the Surety acting alone and the Authority will execute any documents and take or refrain from taking all actions which the Authority is required or entitled to execute or take or refrain from taking hereunder in accordance with the request and instructions of the Surety provided that the Surety shall pay or agree to pay (subject to the Surety's right to reimbursement thereof under Section 22 of the First Mortgage) any and all costs and expenses incurred or to be incurred in connection therewith. The Surety shall not be liable for any act or omission of the Authority hereunder unless taken with its consent or at its direction and the Authority shall not be liable for any act or omission of the Surety hereunder. In the event a different Surety shall issue a Surety Bond for the benefit of the Bonds as permitted by the Loan Agreement and the Indenture, the new Surety or such person or entity as such Surety shall designate shall be substituted for the Surety (or its designee) then acting as a Secured Party hereunder and the Developer, the then acting Surety and the new Secured Parties shall execute and deliver such supplements and amendment hereto and to the other Loan Documents as shall be necessary to accomplish such substitution and the prior Secured Party shall deliver to the new Secured Parties all moneys, investments and other properties then held by it as a Secured Party hereunder.

In the event no Surety Bond shall be in effect with respect to the Bonds at any time and no portion of the indebtedness secured hereby shall be owing to a Surety, the then acting Surety, or its designee, as of the termination date of the Surety Bond under which it was acting as Surety, shall assign and transfer to the Trustee all rights, remedies, titles, interests, powers, duties, discretions and options granted to it as a Secured Party hereunder, and shall deliver to the Trustee all moneys, investments and other properties then held by it as a Secured Party hereunder and thereafter the Trustee shall have and possess all rights, remedies, titles, interests, powers, duties, discretions and options of the Secured Parties hereunder.

14. Non-Recourse Provisions. Notwithstanding any provisions of this Security Agreement to the contrary, in any action commenced to enforce the obligations of the Developer created or arising hereunder the judgment shall not be enforceable personally against the Developer or any past, present or future general or limited partner, as such, of the Developer or against any assets of any general or limited partner, as such, and their successors, assigns, heirs or personal representatives, except for moneys payable to the Developer and to be held in trust in accordance with the provisions of the Loan Documents or the Second Mortgage Documents and their interests in the properties and/or liens conveyed in or encumbered in and by this Security Agreement, the other Loan Documents or the Second Mortgage Documents, including, without intending to limit the generality of the foregoing, the Premises, and any such judgment shall not be subject to execution on nor be a lien on any other assets of any general or limited partner, as such, of the Developer or their respective successors, assigns, heirs or personal representatives.

15. Assignment of Security Agreement. The Developer hereby consents, agrees and acknowledges that the interest of the Authority and the Surety hereunder may be pledged and assigned to the Trustee under the Indenture as security for payment of the Bonds and all other obligations of the Developer under the Loan Documents.

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