

obligation to repay the Indebtedness, Mortgagee's recovery shall be limited solely to the assets of Mortgagor and any collateral held by Mortgagee as security for Mortgagor's payment of the Indebtedness and Mortgagor's performance of the Obligations. No such recovery nor any judgment obtained against Mortgagor or any partner of Mortgagor shall be or become a lien or the basis of a claim of lien or levy of execution against the general assets of any general or other partner in Mortgagor. Notwithstanding the foregoing provisions of this Paragraph 7.16, the provisions of this Paragraph 7.16 shall not be deemed to limit any right, remedy or recovery Mortgagee might otherwise have or be entitled to by reason of the representations, warranties, covenants and agreements of Mortgagor set forth in the Security Documents (except with respect to the payment of the Indebtedness), including, without limitation, concerning the payment of Mortgagee's attorney's fees and concerning indemnifications in favor of Mortgagee, all as set forth more particularly in this Mortgage, including, without limitation, in Paragraphs 4.11, 7.1(c), 9.8, 10.8, 11.1 and 11.7 hereof. Furthermore, notwithstanding anything to the contrary set forth in this Section 7.16, the Guarantors shall be liable to Mortgagee to the extent and as expressly provided in the Guaranty.

The provisions of this Section 7.16 shall not be deemed to limit any right Mortgagee might otherwise have to obtain injunctive relief against Mortgagor, or any suit or action in connection with the preservation, enforcement and foreclosure of the lien, security interest and encumbrance created by this Mortgage, or collection of amounts which may be becoming owing or payable under or on account of insurance, condemnation awards for damages for other public actions or surety bonds maintained or provided by Mortgagor; provided, however, Mortgagee shall not have the right to assert any such remedy which shall result in a monetary claim upon the general assets of any general or other partner in Mortgagor, except as set forth in the Guaranty or as otherwise set forth in this Mortgage.

Article 8

CONDEMNATION

8.1 General. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of the Mortgaged Property, or any part thereof, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice; and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation. If the Mortgaged Property is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it in trust, subject to the lien and security interest of this Mortgage, and disbursed as follows: