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3.10 No Merger. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Lender acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by the Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 Exculpatory Clause. This Mortgage is executed and made on behalf of the Borrower by an officer or trustee, not individually but solely as such an officer or trustee under the Agreement and Declaration of Trust (hereinafter defined). It is acknowledged and agreed by the Lender and by every person now or hereafter claiming any right or security hereunder that the name "The Westport Company" is the designation of the Trust under an Agreement and Declaration of Trust dated September 27, 1971, on file in the office of the Secretary of the Commonwealth of Massachusetts, as from time to time amended (herein called the "Agreement and Declaration of Trust"), and that in dealing with the Borrower the Lender shall be conclusively deemed to have agreed to look solely to the property of the Borrower for the enforcement of any claim against the Borrower, as none of the trustees, officers, agents or shareholders thereof assumes any personal liability for obligations entered into on behalf of the Borrower.

3.12 Delivery of Summons, Etc. If any action or proceeding shall be instituted to evict the Borrower or recover possession of the Mortgaged Property or any part thereof or otherwise affecting the Mortgaged Property or this Mortgage, the Borrower will immediately, upon service thereof on or by the Borrower, deliver to the Lender a true copy of each praecipe, petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

3.13 Joint and Several. If the Borrower consists of more than one person or entity, the liability of each hereunder shall be joint and several.

3.14 Agreement and Declaration of Trust. The paragraphs of the Agreement and Declaration of Trust set forth in Schedule C attached hereto are in full force and effect on the date hereof.

3.15 Service of Process. Service of process on any one of the trustees of the Borrower who is such a trustee on the date of such service shall for all purposes be good and sufficient service upon the Borrower and each of its trustees.

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