

expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to the holder of the Mortgage Note for the use, forbearance or detention of the money to be advanced thereunder exceed the highest lawful rate permissible under law applicable thereto by a court of competent jurisdiction. If, from any circumstances whatsoever, fulfillment of any provisions of this Mortgage or of the Mortgage Note secured hereby or of any other agreement existing between the Mortgagor and the Mortgagee, at the time performance of such provision shall be due, shall involve payment of interest at a rate which exceeds the highest lawful rate as so determined, then ipso facto the obligation to be fulfilled shall be reduced to such highest lawful rate. If from any circumstances whatsoever, the holder of the Mortgage Note secured hereby shall ever receive interest, the amount of which would exceed such highest lawful rate, the portion thereof which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under such Mortgage Note and not to the payment of interest. Provided, however, that nothing contained herein or in the Mortgage Note shall be deemed to create a defense, contractual or otherwise, to any sums due or to become due or coming due under this Mortgage, under the Mortgage Note secured hereby or under any other agreement existing between the Mortgagor and the Mortgagee where no such defense exists at law, as for example, where corporations are barred from asserting the defense of usury or in a case wherein no limit exists upon the rate of interest which may be charged.

33. NO PARTNERSHIP OR JOINT VENTURE. Nothing herein contained or any acts of the Mortgagor and/or Mortgagee shall be construed so as to, nor shall they, create a partnership, agency, or joint venture between Mortgagor and Mortgagee.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

ROGER PROPERTIES, INC.

By: [Signature]

Its [Signature]

Attest: [Signature]

Its [Signature]

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