

Any amounts received by the Developer or its agents for performance of any actions prohibited by the terms of this Assignment of Rents, and any amounts received by the Developer as rents, income, issues or profits from the premises legally described in Exhibit A hereto (the "Premises") from and after the date of any default under any of the Loan Documents or Second Mortgage Documents, which default shall have become an Event of Default thereunder, shall be held by the Developer as trustee for the Assignees and all such amounts shall be accounted for to the Assignees and shall not be commingled with other funds of the Developer. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for the Assignees as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith, by way of example and not of limitation, such notice may be given by an instrument recorded with the Register of Mesne Conveyances of the County in which the Premises are located stating that the Developer has received or will receive such amounts in trust for the Assignees.

2. **Waiver of Liability.** Nothing herein contained shall be construed as constituting the Assignees as "mortgagees in possession" in the absence of the taking of actual possession of the Premises by the Assignees pursuant to the provisions hereinafter contained or in the exercise of the powers granted by the First Mortgage, no liability shall be asserted or enforced against the Assignees, all such liability being expressly waived and released by the Developer.

3. **Further Assurances and Assignment of Rents.** The Developer further agrees to execute and deliver immediately upon the request of the Assignees, all such further assurances and assignments concerning the Leases or the Premises as the Assignees shall from time to time reasonably require.

4. **Exercise of Remedies.** In any case in which under the provisions of the First Mortgage, the Assignees have a right to institute proceedings for the foreclosure thereof or seizure and sale of the Premises, whether before or after institution of legal proceedings to foreclose the lien thereof and/or seize or sell any part or all of the Premises, or before or after sale thereunder, upon demand of the Assignees, the Developer agrees to surrender to the Assignees and the Assignees shall be entitled to take actual possession of the Premises or any part thereof personally, or by their agents or attorneys, and the Assignees in their discretion may, with or without force or notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the Developer or the then owner of the Premises relating thereto, and may exclude the Developer, its agents, or servants, wholly therefrom and may as attorney in fact of the Developer or agent of the Developer, or in their own name as mortgagee or assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by their agents, with full power to use such measures, legal or equitable, as in their reasonable discretion may be deemed proper or necessary to enforce the payment of the rents, issues, profits, revenues and other income of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Developer to cancel the same, to elect to disaffirm any Lease or sublease made subsequent to the First Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, renewals, replacements, alteration, additions, betterments and improvements to the Premises that may seem