Notice. Rents so received by Beneficiary for any period prior to foreclosure under this Deed of Trust or acceptance of a deed in lieu of such foreclosure shall be applied by Beneficiary to the payment of the following in such order and priority as Beneficiary shall determine: (i) the Debt and all expenses incident to taking and retaining possession of the Trust Property and/or collecting Rent as it becomes due and payable and (ii) all expenses associated with the ownership and operation of the Premises and Improvements. In no event will this Paragraph 7 reduce the Debt except to the extent, if any, that Rents are actually received by Beneficiary and applied upon or after said receipt to the Debt in accordance with the preceding sentence. Without impairing its rights hereunder, Beneficiary may, at its option, at any time and from time to time, release to Trustor Rents so received by Beneficiary or any part thereof. As between Trustor and Beneficiary, and any person claiming through or under Trustor, other than any lessee under the Leases who has not received a Lease Rent Notice, this assignment of Rents is intended to be absolute, unconditional and presently effective (and not an assignment for additional security), and the Lease Rent Notice hereof is intended solely for the benefit of each such lessee and shall never inure to the benefit of Trustor or any person claiming through or under Trustor, other than a lessee who has not received such notice. It shall never be necessary for Beneficiary to institute legal proceedings of any kind whatsoever to enforce the provisions of this Deed of Trust with respect to Rents. **TRUSTOR SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY LESSEE FOR THE PAYMENT OF ANY RENTS TO BENEFICIARY HEREUNDER, AND TRUSTOR HEREBY INDEMNIFIES AND AGREES TO HOLD FREE AND HARMLESS EACH LESSEE FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY SUCH LESSEE BY REASON OF SUCH LESSEE'S COMPLIANCE WITH ANY DEMAND FOR PAYMENT OF RENTS MADE BY BENEFICIARY AS CONTEMPLATED BY THIS DEED OF TRUST.**

(d) At any time during which Trustor is receiving Rents directly from any of the lessees under the Leases, Trustor shall, upon receipt of written direction from Beneficiary, make demand and/or sue for all Rents due and payable under one or more Leases, as directed by Beneficiary, as it becomes due and payable, including Rents which are past due and unpaid. If Trustor fails to take such action, or at any time during which Trustor is not receiving Rents directly from lessees under the Leases, Beneficiary shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Trustor, all Rents due and payable under the Leases, as it becomes due and payable, including Rents which are past due and unpaid.

(e) To the extent required by applicable law, security deposits, advance deposits and any other deposits of tenants, whether held in cash or any other form, shall not be commingled with any other funds of Trustor. All security deposits, advance deposits and any other deposits of tenants held in cash shall be deposited by Trustor at such commercial or savings bank or banks as may be reasonably satisfactory to Beneficiary. Trustor shall exercise all commercially reasonable efforts to assure against a