

with respect to the Bonds and no portion of the indebtedness secured by the First Mortgage and hereby shall be owing to a Surety under the Reimbursement Agreement or by right of subrogation, the then acting Surety, or its designee then acting as Assignee hereunder and as Surety under the First Mortgage, shall assign and transfer to the Trustee all rights, remedies, titles, interests, powers, duties, discretions and options granted to it as an Assignee hereunder, and shall deliver to the Trustee all moneys, investments and other properties then held by it as an Assignee hereunder and, thereafter, the Trustee alone shall have and possess all rights, remedies, titles, interests, powers, duties, discretions and options of the Assignees hereunder.

17. **Non-Recourse Provisions.** Notwithstanding any provisions of this Assignment of Rents to the contrary, in any action commenced to enforce the obligations of the Developer created or arising hereunder the judgment shall not be enforceable personally against the Developer or any past, present or future general or limited partner, as such, of the Developer or against any assets of any general or limited partner, as such, and their successors, assigns, heirs or personal representatives, except for moneys payable to the Developer and to be held in trust in accordance with the provisions of the Loan Documents or the Second Mortgage Documents and their interests in the properties and/or liens conveyed in or encumbered in and by this Assignment of Rents, the other Loan Documents or the Second Mortgage Documents, including, without intending to limit the generality of the foregoing, the Premises, and any such judgment shall not be subject to execution on nor be a lien on any other assets of any general or limited partner, as such, of the Developer or their respective successors, assigns, heirs or personal representatives.

18. **Release of Assignment.** The Assignees shall release this Assignment of Rents and the lien hereof by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.