

Pledge shall have executed a written subordination agreement in form and containing such terms as Beneficiary may require, including, without limitation, an express subordination of such Pledge and any indebtedness secured thereby to the liens, assignments and security interest of this Deed of Trust and to the payment of the Secured Obligations. The consent to any proposed Pledge shall not be deemed a consent or waiver of any of the terms of this paragraph 5.1(i) with regard to any other or future Pledge; and no consent shall be binding unless set forth in writing and signed by Beneficiary.

- (j) Grantor will not permit removal of any item of personal property or fixtures constituting a portion of the Mortgaged Properties unless, simultaneously therewith, such item is replaced by a like item of equal or greater value and in good working condition with the lien and security interest of this Deed of Trust to attach to such replacement item free from any other security interest, conditional sale, title retention, lease or other encumbrance.
- (k) Grantor will give Beneficiary prompt notice of any casualty loss, condemnation, taking or threat of condemnation affecting all or any portion of the Mortgaged Properties.
- (l) In the event that the Secured Obligations shall become due and payable by virtue of an Event of Default, Grantor agrees that any tender of payment of the Secured Obligations prior to a foreclosure sale shall, at the option of Beneficiary, be deemed a voluntary prepayment by Grantor requiring the payment of any prepayment penalty or premium required under the terms of the Secured Obligations to the full extent that such payment, when added to all other amounts then and theretofore paid and which constitute interest, would not exceed the maximum lawful interest permitted to be charged of Grantor.

5.2 Certain of the Mortgaged Properties consist of the Grantor's leasehold estate created under and by virtue of certain specific lease agreements (herein sometimes referred to as the "Ground Leases"), as more fully set forth and described on Exhibit B attached hereto. The Trustee, the Beneficiary and any purchaser or purchasers at foreclosure hereunder shall not in any way assume or be personally liable for the agreements and covenants made by the Grantor, as lessee, under or by virtue of the Ground Leases, but all rights, titles, interests and powers of such parties with respect to the Mortgaged Properties specifically affected thereby shall be subject to the terms and conditions of the Ground Leases to the extent such terms and conditions are validly binding upon Grantor.

The Grantor warrants and represents that the copies of the Ground Leases and any amendments thereto, which have heretofore been delivered to the Beneficiary, represent true and correct copies of such respective instruments, that all the Ground Leases are in full force and effect, that no default is presently existing under any of such agreements, and that the Grantor has full right and power to mortgage, pledge, convey and assign hereunder all