

the Obligations set forth herein, in the Note and in the other Loan Documents in a timely manner, these presents and the estate hereby granted shall be released and reconveyed to Trustor or the party or parties then entitled to such reconveyance; provided however, that Trustor's obligation to indemnify and hold harmless Beneficiary pursuant to the provisions hereof with respect to matters relating to any period of time during which this Deed of Trust was in effect shall survive any such payment or release.

All of the covenants, conditions and agreements contained in (i) the Note and (ii) all and any of the documents other than the Note and this Deed of Trust now or hereafter executed by Trustor and by or in favor of Beneficiary, which evidences, secures or guarantees all or any portion of the Debt or otherwise is executed and/or delivered in connection with the Note and this Deed of Trust, including the separate Assignment of Leases and Rents from Trustor to Beneficiary of even date herewith (the "Assignment"), (collectively the "Loan Documents") are hereby made a part of this Deed of Trust to the same extent and with the same force as if fully set forth herein; provided, however, that notwithstanding any provision of this Deed of Trust to the contrary, the obligations of the Trustor under that certain Environmental and Hazardous Substance Indemnification Agreement of even date herewith executed by Trustor in favor of Beneficiary (the "Environmental Indemnity") shall not be deemed or construed to be secured by the lien of this Deed of Trust or otherwise restricted or affected by the foreclosure of the lien hereof or any other exercise by Beneficiary of its remedies hereunder or under any other Loan Document, such Environmental Indemnity being intended by Trustor and Beneficiary to be an unsecured obligation. The Note is evidence of that certain loan made to Trustor by Beneficiary (the "Loan"). In connection with the Loan, Guarantor has executed and delivered to Beneficiary that certain Guaranty of even date herewith (the "Guaranty").

**1. Certain Representations, Warranties and Covenants of Trustor.** Trustor represents and warrants to Beneficiary and covenants and agrees as follows:

(a) Trustor covenants and agrees to pay the Debt and perform the Obligations at the time and in the manner provided in the Note and in this Deed of Trust. Trustor covenants and agrees that this Deed of Trust secures all advances made pursuant to the Note and all other Loan Documents.

(b) Trustor represents and warrants to Beneficiary that Trustor (i) has good, marketable, indefeasible and insurable title to the Trust Property, (ii) is duly organized, validly existing and in good standing under the laws of its state of organization or incorporation, (iii) is duly qualified to transact business and is in good standing in the state where the Premises are located, (iv) has, to its best knowledge and belief, all necessary approvals, governmental and otherwise, and full power and authority to own, operate and lease the Premises and Improvements, (v) has full power, authority and legal right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the Trust Property pursuant to, and to keep and observe all of, the terms of this Deed of Trust and the other Loan Documents, and (vi) possesses, subject to the Leases, an unencumbered fee estate in the Premises and the Improvements and owns the Trust