

applicable law, Trustor shall not receive interest or other earnings on the Tax and Insurance Impound, which shall be held in Beneficiary's name at a financial institution selected by Beneficiary in its sole discretion. Following the delivery and recording of a satisfaction, release, reconveyance or discharge of this Deed of Trust duly executed by Beneficiary, any funds remaining on deposit in the Tax and Insurance Impound will be disbursed to Trustor. If Beneficiary so elects at any time, Trustor shall provide, at Trustor's expense, a tax service contract for the Term issued by a tax reporting agency acceptable to Beneficiary. If Beneficiary does not so elect, Trustor shall reimburse Beneficiary for the cost of making annual tax searches throughout the Term.

6. Replacement, Cancelled Lease, and Leasing Escrow Funds.

(a) Trustor shall pay to Beneficiary on the sixth (6th) day of each calendar month an amount equal to one-twelfth of \$1,088.00, for replacements and repairs required to be made to the Trust Property during the calendar year, which payments shall be deposited into the account referred to below (the "Replacement Escrow Fund"). Trustor hereby pledges to Beneficiary any and all monies now or hereafter deposited in the Replacement Escrow Fund as additional security for the payment of the Debt. Beginning January 6, 2007, and for the subsequent eleven (11) calendar months thereafter, and every subsequent January 6 and the eleven calendar months thereafter, Trustor shall pay Beneficiary on each regular monthly payment date under the Note an amount equal to one-twelfth of 102.5% of the previously required annual Replacement Escrow Fund amount. Notwithstanding the foregoing, Beneficiary may reassess its estimate of the amount necessary for the Replacement Escrow Fund from time to time and in its reasonable discretion, and may adjust the monthly amounts required to be deposited into the Replacement Escrow Fund after giving thirty (30) days notice to Trustor. If an adjustment is made, Trustor shall be required to pay the adjusted monthly amount until January 6 following one year from the date the first adjusted monthly payment is made. Commencing at that time and for the subsequent eleven (11) calendar months thereafter, and every subsequent January 6 and the eleven calendar months thereafter, Trustor shall pay Beneficiary on each regular monthly payment date under the Note an amount equal to one-twelfth of 102.5% of the previously required annual Replacement Escrow Fund amount. Provided that no Event of Default exists, subject to Beneficiary's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned, Beneficiary shall make disbursements from the Replacement Escrow Fund as requested in writing by Trustor on a quarterly basis in increments of no less than \$5,000.00 following delivery by Trustor of copies of (x) paid or unpaid invoices for the amounts requested, (y) a signed certificate from Trustor stating (1) the nature and type of the related replacement or repair, (2) that the related replacement or repair has been completed in a good and workmanlike manner and (3) that the related replacement or repair has been paid for in full or will be paid for in full from the requested disbursement and (z) if required by Beneficiary, lien waivers and releases from all parties furnishing materials and/or services in connection with the requested payment. Any disbursement by Beneficiary hereunder for a capital item in excess of \$10,000.00 and not already paid