

for by Trustor, shall be made by joint check, payable to Trustor and the applicable contractor, supplier, materialman, mechanic, subcontractor or other party to whom payment is due in connection with such capital item. Beneficiary may require an inspection of the Trust Property at Trustor's expense prior to making a disbursement in order to verify completion of replacements and repairs for which reimbursement is sought. The Replacement Escrow Fund shall be held in an interest bearing account in Beneficiary's name at a financial institution selected by Beneficiary in its sole discretion. All earnings or interest on the Replacement Escrow Fund shall be and become a part of such Replacement Escrow Fund and shall be disbursed as provided in this Paragraph 6(a). All costs and expenses charged by the financial institution to establish and maintain the Replacement Escrow Fund account shall be paid by Trustor; Beneficiary may charge such costs and expenses directly against the Replacement Escrow Fund; and Trustor shall thereafter pay to Beneficiary on demand for deposit into the Replacement Escrow Fund the full amount of any such costs and expenses that remain unpaid. If an Event of Default exists, Beneficiary may apply any sums then present in the Replacement Escrow Fund to the payment of the Debt in any order in its sole discretion. The Replacement Escrow Fund shall not constitute a trust fund and may be commingled with other monies held by Beneficiary. Following payment of the Debt in full or a defeasance and 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 Replacement Escrow Fund will be disbursed to Trustor.

(b) Trustor shall pay to Beneficiary all funds received by Trustor from tenants in connection with the cancellation of any Leases (hereinafter "Cancelled Lease"), including, but not limited to, any cancellation fees, penalties, tenant improvements, leasing commissions or other charges (together the "Cancellation Payments"), and such funds shall be held in the account described below and disbursed by Beneficiary pursuant to the terms of this Subparagraph (the "Cancelled Lease Escrow Fund"). Trustor hereby pledges to Beneficiary any and all monies now or hereafter deposited in the Cancelled Lease Escrow Fund as additional security for the payment of the Debt. Provided that no Event of Default exists, Beneficiary shall make disbursements from the Cancelled Lease Escrow Fund as follows: (i) the entire amount on deposit in the Cancelled Lease Escrow Fund with respect to any Cancelled Lease shall be disbursed to Trustor following receipt by Beneficiary of a fully executed Lease covering the space (or a proportionate amount on deposit in the Cancelled Lease Escrow Fund shall be disbursed to Trustor following receipt by Beneficiary of a fully executed Lease covering part of such space) that had been covered by such Cancelled Lease and which otherwise complies with the requirements for Leases entered into by Trustor in accordance with Paragraph 7 below and the Assignment (a "New Lease"), and a signed tenant estoppel certificate in form and substance reasonably satisfactory to Beneficiary from the tenant under the New Lease to the effect that (1) such tenant is occupying all of the space covered by such New Lease and is open for business, (2) all tenant improvements obligations of landlord under such New Lease have been satisfied, (3) tenant knows of no defaults on such landlord's part under such New Lease, and (4) tenant is paying rent as required under such New Lease