successful claim by a tenant that its payment of such a deposit was a payment of rental income and not a security deposit. Trustor also agrees to maintain books and records of sufficient detail to identify all such security deposits separate and apart from any other payments received from tenants. Any bond or other instrument which Trustor is permitted to hold in lieu of cash security deposits under any applicable legal requirements shall be maintained in full force and effect in the full amount of such deposits unless replaced by cash deposits as hereinabove described, shall be issued by an institution reasonably satisfactory to Beneficiary, shall, if permitted pursuant to any legal requirements, name Beneficiary as payee or beneficiary thereunder (or at Beneficiary's option, be fully assignable to Beneficiary) and shall, in all respects, comply with any applicable legal requirements and otherwise be reasonably satisfactory to Beneficiary. Trustor shall, upon request, provide Beneficiary with evidence reasonably satisfactory to Beneficiary of Trustor's compliance with the foregoing. Whenever an Event of Default exists, Trustor shall, upon Beneficiary's request, if permitted by any applicable legal requirements, turn over to Beneficiary the security deposits (and any interest theretofore earned thereon) with respect to all or any portion of the Trust Property, to be held by Beneficiary subject to the terms of the Leases.

(f) Trustor covenants and agrees (i) to perform punctually all obligations and agreements to be performed by it as lessor or party thereto under the Leases; (ii) to do all things necessary or appropriate in the ordinary course of its business to compel performance by each other party to each of such instruments of such other party's obligations and agreements thereunder; (iii) not to collect any of the Rents more than one (1) month in advance unless Trustor gives Beneficiary prior written notice of the same and deposits with Beneficiary at its request all Rents paid more than one (1) month in advance; (iv) not to execute any other assignment of lessor's interest in the Leases or the Rents and (v) not to permit any subletting of any space covered by a Lease or an assignment of the tenant's rights under a Lease except in strict accordance with the terms of such Lease. Except as otherwise permitted hereunder, Trustor shall not give any notice, approval or consent or exercise any rights under or in respect of any Lease, which action, omission, notice, approval, consent or exercise of rights would release any tenant or other party from, or reduce any tenant's obligations or liabilities under, or would result in the termination, surrender or assignment of, or the amendment or modification in any material adverse respect, or would impair the validity of, any Lease, if any of the foregoing would affect the Trust Property in any material adverse respect, without the prior written consent of Beneficiary, and any attempt to do any of the foregoing without such consent shall be of no force and effect.

(g) Trustor will promptly deliver to Beneficiary a copy of any notice from any other party to any Lease claiming that Trustor is in default in the performance or observance of any of the terms, covenants or conditions thereof to be performed or observed by Trustor and Trustor will use commercially reasonable efforts to provide in each Lease executed after the date hereof to which Trustor is a party that any tenant delivering any such notice shall send a copy of such notice directly to Beneficiary.

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