requirements of this Deed of Trust and the other Loan Documents, as applicable. Following Beneficiary's written request, Trustor shall deliver to Beneficiary a duplicate original or certified copy of the amendment, modification or waiver. Subject to the provisions below covering Material Leases, Trustor may terminate or permit the termination of any Lease or accept surrender of all or any portion of the space demised under any Lease or acquire any Lease or reduce the rentals reserved under or shorten the term of any Lease so long as such action is in the normal course of Trustor's business in a manner which is consistent with sound and customary leasing and management practices for similar properties in the community in which the Improvements are located, and does not materially adversely affect the FMV of the Premises and Improvements (taking into account the planned alternative uses of the space) or the ability of Trustor to pay the Debt. All Leases and Renewal Leases, and amendments, modifications, terminations or waivers thereof not meeting the foregoing requirements may not be entered into by Trustor without the prior written approval of Beneficiary.

(i) Trustor shall not enter into any Lease with an Affiliate of Trustor without the prior written consent of Beneficiary. Trustor shall not enter into any Lease that grants the tenant thereunder a right or option to purchase all or any portion of the Premises and Improvements.

(j) Notwithstanding anything contained herein to the contrary, Trustor shall not, without the prior written consent of Beneficiary, enter into, renew, extend, amend, modify, waive any provisions of, terminate, permit the termination of, or accept surrender of all or any portion of the space demised under, any Material Lease. The term "Material Lease" means any existing Lease that covers and proposed lease agreement that would cover ten percent (10%) or more of the gross leaseable area of the Improvements, and any existing Lease that accounts or proposed lease agreement that would account for ten percent (10%) or more of the total gross base rental revenues from all Leases. Nothing in this Subparagraph shall prohibit Trustor from accepting a tenant's election of a right to extend the term of any Material Lease existing as of the date hereof or which Material Lease is subsequently approved by Beneficiary pursuant to the terms hereof if such right to extend is expressly provided for in such Material Lease, the exercise of such right is at the sole option of the tenant thereunder and the length of the extended term and the rental to be paid during the extended term are fixed or pre-determined amounts or are derived from fixed or pre-determined formulae set forth in such Material Lease.

(k) If the terms of this Deed of Trust require Trustor to obtain Beneficiary's prior consent for a particular Lease, Renewal Lease or modification or amendment thereof (e.g., a Lease that does not satisfy all of the applicable requirements of Subparagraph 7(h) of this Deed of Trust), the same must be submitted to Beneficiary for its review and approval together with a comparison against the standard form of lease then being used by Trustor. In addition, each Material Lease and any modification, amendment, waiver, renewal or extension of a Material Lease also must be submitted to Beneficiary for its review and approval together with a comparison against the standard

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