

Loan. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment with items of the same utility and of equal or greater value) without the prior written consent of Beneficiary. Trustor shall promptly comply with all laws, orders and ordinances affecting the Trust Property, or the use thereof. Trustor shall promptly repair, replace or rebuild any part of the Improvements or Equipment that is destroyed by any Casualty, or becomes damaged, worn or dilapidated or that is affected by any Taking and shall complete and pay for any structure at any time in the process of construction or repair on the Premises. Trustor shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Premises or Improvements or any part thereof. If under applicable zoning provisions the use of all or any portion of the Premises or Improvements is or shall become a nonconforming use, Trustor will not cause or permit such nonconforming use to be discontinued or abandoned without the express written consent of Beneficiary. Trustor shall not (i) change the use of the Premises or Improvements or (ii) take any steps whatsoever to convert the Premises or Improvements, or any portion thereof, to a condominium or cooperative form of management. Trustor will not install or permit to be installed on the Premises any underground storage tank. Trustor shall not commit or suffer any waste of the Trust Property or make any change in the use of the Trust Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Trust Property, or take any action that might invalidate or give cause for cancellation of any of the Policies, or do or permit to be done thereon anything that may in any way impair the value of the Trust Property in any material respect or the lien of this Deed of Trust. Trustor will not, without the prior written consent of Beneficiary, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Premises, regardless of the depth thereof or the method of mining or extraction thereof.

11. Defeasance.

(a) At any time after the date which is the earlier of four years following the date hereof or two years after the date of a Secondary Market Transaction (as defined in Paragraph 19(b)) and provided no Event of Default exists, Trustor may obtain the release of the Trust Property from the lien of this Deed of Trust upon the satisfaction of the following conditions precedent:

(i) not less than thirty (30) days prior written notice is given to Beneficiary specifying a regularly scheduled payment date (the "Release Date") on which the Defeasance Deposit (hereinafter defined) is to be made;

(ii) the payment to Beneficiary of interest accrued and unpaid on the principal balance of the Note to and including the Release Date;

(iii) the payment to Beneficiary of all other sums, not including scheduled interest or principal payments, due under the Note, this Deed of Trust, the Assignment, and the other Loan Documents;