

contained herein or in any of the other Loan Documents, Trustor shall not be obligated to take any action nor shall any such requirements be imposed in connection with a Secondary Market Transaction that would: (i) change the outstanding principal balance of the Loan; (ii) increase the interest rate or payments on the Loan; (iii) increase the rate of amortization of the Loan; (iv) shorten the Maturity Date of the Loan; (v) alter in any material way the transfer restrictions relating to direct or indirect interests in the Trust Property (including any equity interests in the direct or indirect owners of Trustor); (vi) affect the limitations on recourse against Trustor; (vii) increase the amounts of reserves or escrows; (viii) violate any existing agreement to which Trustor, Guarantor or any of their Affiliates is a party or any applicable law; or (ix) materially change any obligation of Trustor under the other Loan Documents. Trustor shall cooperate with Beneficiary in effecting any such Secondary Market Transaction and shall cooperate to implement all requirements imposed by any Rating Agency involved in any Secondary Market Transaction, provided that except for any of Trustor's own counsel fees, Trustor shall not be obligated to incur any costs or expenses to provide such cooperation. Subject to the foregoing provisions of this Subparagraph, Trustor shall execute such notes, modification and other agreements, and provide such information, legal opinions and documents relating to Trustor, Guarantor, if any, the Trust Property and any tenants of the Improvements as Beneficiary may reasonably request in connection with such Secondary Market Transaction. In addition, Trustor shall make available to Beneficiary all information concerning its business and operations that Beneficiary may reasonably request. Beneficiary shall be permitted to share all such information with the investment banking firms, Rating Agencies, accounting firms, law firms and other third-party advisory firms involved with the Loan and the Loan Documents or the applicable Secondary Market Transaction. It is understood that the information provided by Trustor to Beneficiary may ultimately be incorporated into the offering documents for the Secondary Market Transaction and thus various investors may also see some or all of the information. Beneficiary and all of the aforesaid third-party advisors and professional firms shall be entitled to rely on the information supplied by, or on behalf of, Trustor and Trustor indemnifies Beneficiary as to any losses, claims, damages or liabilities that arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in such information or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such information or necessary in order to make the statements in such information, or in light of the circumstances under which they were made, not misleading. Beneficiary may publicize the existence of the Loan in connection with its marketing for a Secondary Market Transaction or otherwise as part of its business development.

**20. Recording of Deed of Trust, Etc.** Trustor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, will cause this Deed of Trust, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Trust Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of