

instrument or document furnished to Beneficiary by Trustor shall have been false or misleading in any material respect when made;

(f) Trustor or Guarantor shall make an assignment for the benefit of creditors or Trustor or Guarantor shall generally not be paying its debts as they become due;

(g) a receiver, liquidator or trustee of Trustor or of Guarantor shall be appointed or Trustor or Guarantor shall be adjudicated a bankrupt or insolvent, or any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Trustor or Guarantor or any proceeding for the dissolution or liquidation of Trustor or of Guarantor shall be instituted; however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by Trustor or such Guarantor, upon the same not being discharged, stayed or dismissed within sixty (60) days;

(h) Trustor shall be in default beyond any applicable grace or cure period under any other deed of trust or security agreement covering any part of the Trust Property whether it be superior or junior in lien to this Deed of Trust;

(i) subject to Trustor's right to contest certain liens as provided for in this Deed of Trust, the Trust Property becomes subject to any lien, except a lien for local real estate taxes and assessments not then due and payable, and such lien is not discharged of record (by payment, bonding or otherwise) in accordance with the terms of this Deed of Trust;

(j) any federal tax lien is filed against Trustor, Guarantor or either of their respective Governing Entities, or any of the Trust Property, and the same is not discharged of record within ninety (90) days after the date the same is filed of record;

(k) Trustor fails to cure properly any violations of laws or ordinances affecting or which may be interpreted to affect the Trust Property within thirty (30) days after Trustor first receives notice of any such violations; provided, however, if such violations are reasonably susceptible of cure, but not within such thirty (30) day period, then Trustor shall have an additional sixty (60) days to cure such default provided that Trustor commences a cure within such initial thirty (30) day period and thereafter diligently and continuously pursues such cure;

(l) except as permitted in this Deed of Trust or required pursuant to the terms of any Lease, the alteration, improvement, demolition or removal of any of the Improvements, or any construction on the Premises, without the prior consent of Beneficiary;